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No. 21] NEW DELHI, MAY 15, 2011—MAY 21, 2011, SATURDAY/VAISAKHA 25—VAISAKHA 31, 1933

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत एवं पेंशन मंत्रालय  
(कार्मिक एवं प्रशिक्षण विभाग)  
नई दिल्ली, 13 मई, 2011

का.आ. 1347.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम संख्या 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए ट्रायल न्यायालयों और अपीलीय/पुनरीक्षण न्यायालयों तथा माननीय राजस्थान उच्च न्यायालय में अपीलों/पुनरीक्षणों तथा उससे संबद्ध अन्य मामलों या उससे संबद्ध मामलों में केस संख्या आरसी 2(एस)/2010-एससीयू-V/एससी-II/सीबीआई/नई दिल्ली (दारा सिंह की हत्या) संबंधी मामलों में केस का संचालन करने के लिए श्री एस. के. सक्सेना, अधिवक्ता को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/14/2011-एवीडी-II]  
अशोक के. के. मीना, निदेशक (वी-II)

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS  
(Department of Personnel and Training)

New Delhi, the 13th May, 2011

S.O. 1347/—In exercise of the powers conferred by the sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri S. K. Saxena, Advocate as Special Public Prosecutor to conduct the trial in Case No. RC. 2(S)/2010-SIU.V/SC-II/CBI/New Delhi (Killing of Dara Singh) in the trial courts and appeals/revisions in the appellate/revisional courts and Hon'ble High Court for Rajasthan and any other matter connected therewith or incidental thereto.

[No. 225/14/2011-AVD-II]  
ASHOK K. K. MEENA, Director (V-II)

नई दिल्ली, 18 मई, 2011

का.आ. 1348.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम संख्या 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए चंडीगढ़ स्थित पंजाब और हरियाणा उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा अन्वेषण किए जाने वाले अभियोजन अपीलों, पुनरीक्षणों या अन्य मामलों से उद्भूत मामलों का संचालन करने के लिए सर्वश्री सुमीत गोयल और अशोक कुमार अग्रवाल, वकीलों को केंद्रीय अन्वेषण ब्यूरो के विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/3/2011-एवीडी-II]

अशोक के. के. मीना, निदेशक (वी-II)

New Delhi, the 18th May, 2011

S.O. 1348.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints S/Shri Sumeet Goel and Ashok Kumar Aggarwal, Advocates as Special Public Prosecutor of the Delhi Special Police Establishment (Central Bureau of Investigation) in the Punjab and Haryana High Court at Chandigarh for conducting the prosecution appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment (C.B.I.).

[No. 225/3/2011-AVD-II]

ASHOK K. K. MEENA, Director (V-II)

वित्त मंत्रालय

( वित्तीय सेवाएं विभाग )

( आई एफ-1 अनुभाग )

नई दिल्ली, 12 मई, 2011

का.आ. 1349.—भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 (1989 का 39) की धारा 6 की उपधारा (1) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री विकास राज, प्रबंध निदेशक, आन्ध्र प्रदेश राज्य वित्तीय निगम को अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेश होने तक, जो भी पहले हो, भारतीय लघु उद्योग विकास बैंक (सिडबी) के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 24/5/2002-आईएफ-1]

रमण कुमार गौड़, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

(IF-1 SECTION)

New Delhi, the 12th May, 2011

S.O. 1349.—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 of the Small Industries Development Bank of India Act, 1989 (39 of 1989), the Central Government hereby appoints Shri Vikash Raj, Managing Director, Andhra Pradesh State Financial Corporation, as part-time non-official Director on the Board of Small Industries and Development Bank of India (SIDBI) for a period of three years or until further orders, whichever is earlier with effect from the date of notification.

[F.No. 24/5/2002-IF-I]

RAMAN KUMAR GAUR, Under Secy.

नई दिल्ली, 12 मई, 2011

का.आ. 1350.—भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 (1989 का 39) की धारा 6 की उपधारा (1) के खंड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री प्रकाश बाकिलवाल, स्वतंत्र निदेशक को अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेश होने तक, जो भी पहले हो, भारतीय लघु उद्योग विकास बैंक (सिडबी) के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 24/5/2002-आईएफ-1]

रमण कुमार गौड़, अवर सचिव

New Delhi, the 12th May, 2011

S.O. 1350.—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 of the Small Industries Development Bank of India Act, 1989 (39 of 1989), the Central Government hereby appoints Shri Prakash Bakilwal, Independent Director, as part-time non-official Director on the Board of Small Industries and Development Bank of India (SIDBI) for a period of three years or until further orders, whichever is earlier with effect from the date of notification.

[F.No. 24/5/2002-IF-I]

RAMAN KUMAR GAUR, Under Secy.

नई दिल्ली, 16 मई, 2011

का.आ. 1351.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 की धारा 7 की उपधारा (2) के साथ पठित धारा 6 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, श्री जैन्ती कुमार बतीश (जन्म तिथि 29-01-1945) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है।

[फा. सं. 7/4/2009-बीओ-I]

समीर के. सिन्हा, निदेशक

New Delhi, the 16th May, 2011

S.O. 1351.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 6 read with sub-section (2) of section 7 of the National Bank for Agriculture and Rural Development Act, 1981, the Central Government, in consultation with Reserve Bank of India, hereby nominates Shri Jainti Kumar Batish (DOB: 29-01-1945) as part-time non-official Director on the Board of Directors of National Bank for Agriculture and Rural Development (NABARD), for a period of three years from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 7/4/2009-BO-I]

SAMIR K. SINHA, Director

## स्वास्थ्य तथा परिवार कल्याण मंत्रालय

(स्वास्थ्य तथा परिवार कल्याण विभाग)

नई दिल्ली, 5 मई, 2011

का.आ. 1352.—केंद्र सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम 1956 (1956 का 102) की धारा-11 की उप-धारा (2) में प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करके, उक्त अधिनियम की प्रथम अनुसूची में एतद्वारा निम्नलिखित और संशोधन करती है, नामतः:

उक्त अनुसूची में -

(छ) "राजस्थान विश्वविद्यालय" शीर्षक के सामने 'मान्यता प्राप्त चिकित्सा अर्हता' [जो कि आगे कॉलम (2) के रूप में संदर्भित है], के अन्तर्गत अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद शीर्षक 'पंजीकरण के लिए संक्षेपण' [जो कि आगे कॉलम (3) के रूप में संदर्भित है] के सामने निम्नलिखित शामिल किया जायेगा, नामतः :-

(2)	(3)
"डाक्टर आफ मेडिसन (हृदय रोग विज्ञान)	एम. डी. (हृदय रोग विज्ञान) (यह जून, 2009 में अथवा उसके बाद आरएनटी मेडिकल कालेज, उदयपुर, राजस्थान में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजस्थान विश्वविद्यालय द्वारा प्रदान की गई चिकित्सा अर्हता मान्यता प्राप्त होगी)"

(ज) 'मान्यता प्राप्त चिकित्सा अर्हता' शीर्षक के अंतर्गत "राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर" [जो कि आगे कॉलम (2) के रूप में निर्दिष्ट] के सामने 'पंजीकरण के लिए संक्षिप्त नाम' शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] के बाद निम्नलिखित अंतर्विष्ट किया जाएगा, अर्थात् :

(2)

(3)

"डाक्टर आफ मेडिसन (हृदय रोग विज्ञान)

एम. डी. (हृदय रोग विज्ञान)

(यह जून, 2009 में अथवा उसके बाद आरएनटी मेडिकल कालेज, उदयपुर, राजस्थान में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय द्वारा प्रदान की गई मान्यता प्राप्त चिकित्सा अर्हता होगी)"

(झ) 'मान्यता प्राप्त चिकित्सा अर्हता' शीर्षक के अंतर्गत "पटना विश्वविद्यालय" [जो कि आगे कॉलम (2) के रूप में निर्दिष्ट] के सामने 'पंजीकरण के लिए संक्षिप्त नाम' शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] के बाद निम्नलिखित अंतर्विष्ट किया जाएगा, अर्थात् :

"ओर्थोपेडिक्स में डिप्लोमा

डी ओथो

(यह 1965 में अथवा उसके बाद पटना मेडिकल कालेज में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पटना विश्वविद्यालय द्वारा प्रदान की गई मान्यताप्राप्त चिकित्सा अर्हता होगी)"

(च) 'मान्यता प्राप्त चिकित्सा अर्हता' शीर्षक के अंतर्गत "डॉ. एमजीआर चिकित्सा विश्वविद्यालय, चेन्नई" [जो कि आगे कॉलम (2) के रूप में निर्दिष्ट] के सामने 'पंजीकरण के लिए संक्षिप्त नाम' शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] के बाद निम्नलिखित अंतर्विष्ट किया जाएगा, अर्थात् :

"मजिस्ट्रार चिरुरगिए (प्लास्टिक सर्जरी)

एमसीएच (प्लास्टिक सर्जरी)

(यह अगस्त, 2010 में अथवा उसके बाद कोयम्बटूर मेडिकल कालेज, कोयम्बटूर, तमिलनाडु में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एमजीआर चिकित्सा विश्वविद्यालय, चेन्नई द्वारा प्रदान की गई मान्यताप्राप्त चिकित्सा अर्हता होगी)"

"डाक्टर आफ मेडिसन (नेफ्रोलोजी)

एम डी (नेफ्रोलोजी)

(यह अगस्त, 2010 में अथवा उसके बाद गवर्नमेंट स्टैनले मेडिकल कालेज, चेन्नई, तमिलनाडु में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एमजीआर चिकित्सा विश्वविद्यालय, चेन्नई द्वारा प्रदान की गई मान्यताप्राप्त चिकित्सा अर्हता होगी)"

"डाक्टर आफ मेडिसन (सूक्ष्म जीव विज्ञान)

एम डी (सूक्ष्म जीव विज्ञान)

(यह सितम्बर, 2010 में अथवा उसके बाद गवर्नमेंट किलपौक मेडिकल कालेज, चेन्नई, तमिलनाडु में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एमजीआर चिकित्सा विश्वविद्यालय, चेन्नई द्वारा प्रदान की गई मान्यताप्राप्त चिकित्सा अर्हता होगी)"

"डाक्टर आफ मेडिसन (नेफ्रोलोजी)

एम डी (नेफ्रोलोजी)

(यह अगस्त, 2010 में अथवा उसके बाद गवर्नमेंट किलपौक मेडिकल कालेज, चेन्नई, तमिलनाडु में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एमजीआर चिकित्सा विश्वविद्यालय, चेन्नई द्वारा प्रदान की गई चिकित्सा अर्हता मान्यताप्राप्त होगी)"

"मजिस्ट्रार चिरुरगिए (इन्डोक्राइन सर्जरी)

एमसीएच (इन्डोक्राइन सर्जरी)

(यह अगस्त, 2010 में अथवा उसके बाद यद्रास मेडिकल कालेज, चेन्नई, तमिलनाडु में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. एमजीआर चिकित्सा विश्वविद्यालय, चेन्नई द्वारा प्रदान की गई मान्यताप्राप्त चिकित्सा अर्हता होगी)"

(ड) 'मान्यता प्राप्त चिकित्सा अर्हता' शीर्षक के अंतर्गत "डॉ. आरएमएल अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश" [जो कि आगे कॉलम (2) के रूप में निर्दिष्ट] के सामने 'पंजीकरण के लिए संक्षिप्त नाम' शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] के बाद निम्नलिखित अंतर्विष्ट किया जाएगा, अर्थात् :



(2)

(3)

“नेत्र विज्ञान में डिप्लोमा”

डीओ

(यह अगस्त, 2010 में अथवा उसके बाद एम मेडिकल कालेज, लखनऊ, उत्तर प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में डॉ. आर.एम.एल. अवध विश्वविद्यालय, फैजाबाद, उत्तर प्रदेश द्वारा प्रदान की गई मान्यताप्राप्त चिकित्सा अर्हता होगी)

(च) ‘मान्यता प्राप्त चिकित्सा अर्हता’ शीर्षक के अंतर्गत “लखनऊ विश्वविद्यालय, लखनऊ, उत्तर प्रदेश” [जो कि आगे कॉलम (2) के रूप में निर्दिष्ट] के सामने ‘पंजीकरण के लिए संक्षिप्त नाम’ शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] के बाद निम्नलिखित अंतर्विष्ट किया जाएगा, अर्थात् :

“चिकित्सा विकिरण निदान में डिप्लोमा”

डीएमआरडी

(यह, 1988 में अथवा उसके बाद के.जी. मेडिकल कालेज, लखनऊ, उत्तर प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में लखनऊ विश्वविद्यालय, लखनऊ, उत्तर प्रदेश द्वारा प्रदान की गई मान्यताप्राप्त चिकित्सा अर्हता होगी)

(छ) ‘मान्यता प्राप्त चिकित्सा अर्हता’ शीर्षक के अंतर्गत “किंग जार्ज चिकित्सा विश्वविद्यालय, लखनऊ, उत्तर प्रदेश” [जो कि आगे कॉलम (2) के रूप में निर्दिष्ट] के सामने ‘पंजीकरण के लिए संक्षिप्त नाम’ शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] के बाद निम्नलिखित अंतर्विष्ट किया जाएगा, अर्थात् :

“चिकित्सा विकिरण निदान में डिप्लोमा”

डीएमआरडी

(यह अगस्त, 1988 में अथवा उसके बाद के.जी. मेडिकल कालेज, लखनऊ, उत्तर प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में किंग जार्ज चिकित्सा विश्वविद्यालय, लखनऊ, उत्तर प्रदेश द्वारा प्रदान की गई मान्यताप्राप्त चिकित्सा अर्हता होगी) ”

(ज) ‘मान्यता प्राप्त चिकित्सा अर्हता’ शीर्षक के अंतर्गत “छत्रपति साहू जी महाराज विश्वविद्यालय, लखनऊ, उत्तर प्रदेश” [जो कि आगे कॉलम (2) के रूप में निर्दिष्ट] के सामने ‘पंजीकरण के लिए संक्षिप्त नाम’ शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] के बाद निम्नलिखित अंतर्विष्ट किया जाएगा, अर्थात् :

“चिकित्सा विकिरण निदान में डिप्लोमा”

डीएमआरडी

(यह 1988 में अथवा उसके बाद के.जी. मेडिकल कालेज, लखनऊ, उत्तर प्रदेश में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में छत्रपति साहूजी महाराज चिकित्सा विश्वविद्यालय, लखनऊ, उत्तर प्रदेश द्वारा प्रदान की गई मान्यताप्राप्त चिकित्सा अर्हता होगी)

(झ) ‘मान्यता प्राप्त चिकित्सा अर्हता’ शीर्षक के अंतर्गत “पश्चिम बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता” [जो कि आगे कॉलम (2) के रूप में निर्दिष्ट] के सामने ‘पंजीकरण के लिए संक्षिप्त नाम’ शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि [इसके बाद कॉलम (3) के रूप में निर्दिष्ट] के बाद निम्नलिखित अंतर्विष्ट किया जाएगा, अर्थात् :

“डाक्टर ऑफ मेडिसिन/मास्टर ऑफ सर्जरी (एनाटोमी)”

एम डी/एम एस (एनाटोमी)

(यह जुलाई 2010 में अथवा उसके बाद मेडिकल कालेज, कोलकाता में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में पश्चिम बंगाल स्वास्थ्य विज्ञान विश्वविद्यालय, कोलकाता, द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)

सभी के लिए टिप्पणी :

1. स्नातकोत्तर पाठ्यक्रम को प्रदान की गई ऐसी मान्यता की अधिकतम अवधि 5 वर्षों के लिए होगी जिसके उपरान्त इसका नवीकरण कराना होगा।
2. मान्यता को उप-खंड 4 की आवश्यकता के अनुसार समय पर नवीकरण में विफल होने के परिणामस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश अनिवार्य रूप से बंद हो जाएगा।

[सं. यू 12012/3/2011-एमई-(पी-II)]

अनिता त्रिपाठी, अवर सचिव

## MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 5th May, 2011

S.O. 1352.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the India Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule—

(g) against “Rajasthan University” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :—

(2)	(3)
“Doctor of Medicine(Cardiology)”	DM(Cardiology) (This shall be a recognised medical qualification when granted by Rajasthan University in respect of students being trained at RNT Medical College, Udaipur, Rajasthan on or after June, 2009)

(h) against “Rajasthan University of Health Sciences, Jaipur” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :—

“Doctor of Medicine(Cardiology)”	DM(Cardiology) (This shall be a recognised medical qualification when granted by Rajasthan University of Health Science Jaipur in respect of students being trained at RNT Medical College, Udaipur, Rajasthan on or after June, 2009)
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(i) against “Patna University” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :—

“Diploma in Orthopaedics”	D.Ortho. (This shall be a recognised medical qualification when granted by Patna University in respect of students being trained at Patna Medical College, Patna on or after 1965).
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(d) against “The Tamilnadu Dr. MGR Medical University, Chennai” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely :—

“Magistrar Chirurgiae(Plastic Surgery)”	M.Ch(Plastic Surgery) (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Coimbatore Medical College, Coimbatore, Tamil Nadu on or after August, 2010).
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“Doctor of Medicine(Nephrology)”	DM(Nephrology) (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Govt. Stanley Medical College, Chennai, Tamil Nadu on or after August, 2010).
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“Doctor of Medicine(Microbiology)”	MD(Microbiology) (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Govt. Kilpauk Medical College, Chennai, Tamil Nadu on or after September, 2010).
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“Doctor of Medicine(Nephrology)”	DM(Nephrology) (This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of
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(2)	(3)
Magistrar Chirurgiae (Endocrine Surgery)	<p>students being trained at Govt. Kilpauk Medical College, Chennai, Tamil Nadu on or after August, 2010).</p> <p>M.Ch (Endocrine Surgery)</p> <p>(This shall be a recognised medical qualification when granted by The Tamilnadu Dr. MGR Medical University, Chennai in respect of students being trained at Madras Medical College, Chennai, Tamil Nadu on or after August, 2010)"</p>
<p>(e) against "Dr. RML Avadh University, Faizabad, Uttar Pradesh" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—</p> <p>"Diploma in Ophthalmology"</p>	<p>DO</p> <p>(This shall be a recognised medical qualification when granted by Dr. RML Avadh University, Faizabad, Uttar Pradesh in respect of students being trained at Era's Lucknow Medical College, Lucknow, Uttar Pradesh on or after August, 2010"</p>
<p>(f) against "Lucknow University, Lucknow, Uttar Pradesh" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—</p> <p>"Diploma in Medical Radio Diagnosis"</p>	<p>DMRD</p> <p>(This shall be a recognised medical qualification when granted by Lucknow University, Lucknow, Uttar Pradesh in respect of students being trained at K.G. Medical College, Lucknow, Uttar Pradesh on or after 1988)"</p>
<p>(g) against "King George Medical University, Lucknow, Uttar Pradesh" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—</p> <p>"Diploma in Medical Radio Diagnosis"</p>	<p>DMRD</p> <p>(This shall be a recognised medical qualification when granted by King George Medical University, Lucknow, Uttar Pradesh in respect of students being trained at K.G. Medical College, Lucknow, Uttar Pradesh on or after 1988)"</p>
<p>(h) against "Chhatrapati Shahuji Maharaj Medical University, Lucknow, Uttar Pradesh" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—</p> <p>"Diploma in Medical Radio Diagnosis"</p>	<p>DMRD</p> <p>(This shall be a recognised medical qualification when granted by Chhatrapati Shahuji Maharaj Medical University, Lucknow, Uttar Pradesh in respect of students being trained at K.G. Medical College, Lucknow, Uttar Pradesh on or after 1988)"</p>
<p>(i) against "The West Bengal University of Health Sciences, Kolkata" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—</p> <p>"Doctor of Medicine/Master of Surgery (Anatomy)"</p>	<p>MD/MS (Anatomy)</p> <p>(This shall be a recognised medical qualification when granted by The West Bengal University of Health Sciences, Kolkata in respect of students being trained at Medical College, Kolkata on or after July, 2010)"</p>

Note to all : 1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.

2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U.-12012/3/2011-ME(P.II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 5 मई, 2011

का.आ. 1353.—केंद्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम 1956 (1956 का 102) की धारा-11 की उप-धारा (2) में प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय आयुर्विज्ञान परिषद् से परामर्श करके, उक्त अधिनियम की प्रथम अनुसूची में एतद्द्वारा निम्नलिखित और संशोधन करती है, नामतः :

उक्त अनुसूची में -

(ग) "मान्यताप्राप्त चिकित्सा अर्हता" शीर्षक के अंतर्गत [इसके बाद कालम (2) के रूप में निर्दिष्ट] "महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक" के प्रति "पंजीकरण के लिए संक्षिप्त रूप" [इसके बाद कालम (3) के रूप में निर्दिष्ट] शीर्षक के अंतर्गत अंतिम प्रविष्टि एवं उससे संबंधित प्रविष्टि के बाद निम्नलिखित को अंतर्विष्ट किया जाएगा, नामतः :-

(2)	(3)
मास्टर ऑफ सर्जरी (आर्थोपेडिक्स)	एमएस (आर्थोपेडिक्स) (यह वर्ष 2001 में अथवा उसके बाद डॉ. शंकरराव चौहान गवर्नमेन्ट मेडिकल कॉलेज, नांदेड, महाराष्ट्र में प्रशिक्षित किए जा रहे विद्यार्थियों के संबंध में महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक द्वारा स्वीकृत किए जाने पर मान्यताप्राप्त चिकित्सा अर्हता होगी)''

सभी के लिए टिप्पणी :

1. किसी स्नातकोत्तर पाठ्यक्रम को ऐसी प्रदान की गई मान्यता की अधिकतम अवधि 5 वर्ष के लिए होगी जिसके उपरान्त इसका नवीकरण कराना होगा।
2. उप-धारा 4 में आवश्यकता अनुरूप समय पर मान्यता का नवीकरण न होने के परिणामस्वरूप संबंधित स्नातकोत्तर पाठ्यक्रम में अनिवार्य रूप से प्रवेश बंद हो जाएगा।

[सं. यू.-12012/31/2011-एमई-(पी-II)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 5th May, 2011

S.O. 1353.—In exercise of the powers conferred by sub-section (2) of the Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule —

(c) against "Maharashtra University of Health Sciences, Nashik" under the heading 'Recognised medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

(2)	(3)
"Master of Surgery(Orthopaedics)	MS(Ortho.) (This shall be a recognised medical qualification when granted by Maharashtra University of Health Sciences, Nashik in respect of students being trained at Dr. Shankarrao Chavan Govt. Medical College, Nanded, Maharashtra on or after 2001)"

- Note to all :
1. The recognition so granted to a Postgraduate Course shall be for a maximum period of 5 years, upon which it shall have to be renewed.
  2. Failure to seek timely renewal of recognition as required in sub-clause-4 shall invariably result in stoppage of admissions to the concerned Postgraduate Course.

[No. U.-12012/31/2011-ME(P.II)]

ANITA TRIPATHI, Under Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

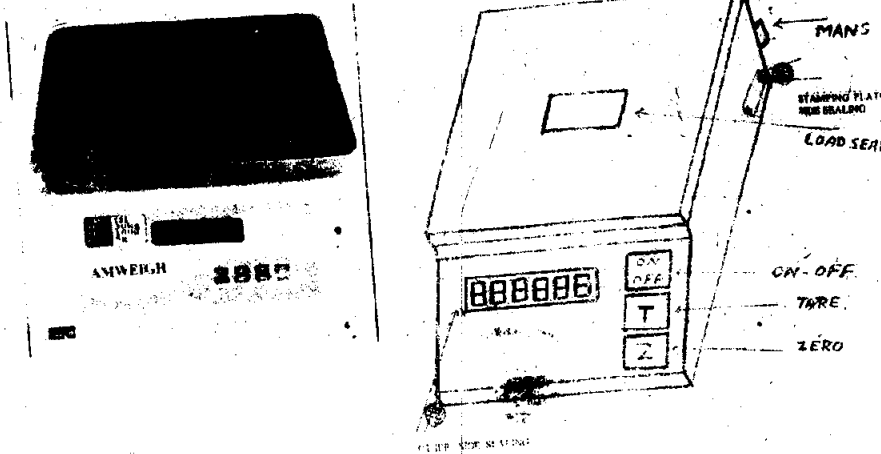
(उपभोक्ता मामले विभाग)

नई दिल्ली, 28 दिसम्बर, 2010

का.आ. 1354.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स तमीमा इंस्ट्रूमेंट प्रा. लि. 762/5121, गुजरात हाउसिंग बोर्ड, एस पी आफिस के सामने, बापूनगर, अहमदाबाद-24 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एमटी-II" शृंखला के अंक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) के मॉडल का, जिसके ब्रांड का नाम "एमवे" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/09/540 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



## आकृति-2 मॉडल के सीलिंग प्रावधान का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों के लिए वेइंग इंडीकेटर को खोले जाने से रोकने के लिए सीलिंग की जाती है। स्टाम्पिंग के लिए लीड सील के साथ स्केल की बाड़ी में से सीलिंग वायर निकाल कर स्टाम्पिंग प्लेट से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 2 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ , और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(313)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

# MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 28th December, 2010

S.O. 1354.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of Series "AMT-11" and with brand name "AMWEIGH" (hereinafter referred to as the said model), manufactured by M/s. Tamima Instrument Pvt. Ltd., 762/5121, Gujarat Housing Board, Opp. S.P. Office, Bapunagar, Ahmedabad-24 which is assigned the approval mark IND/09/09/540;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED)-display indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

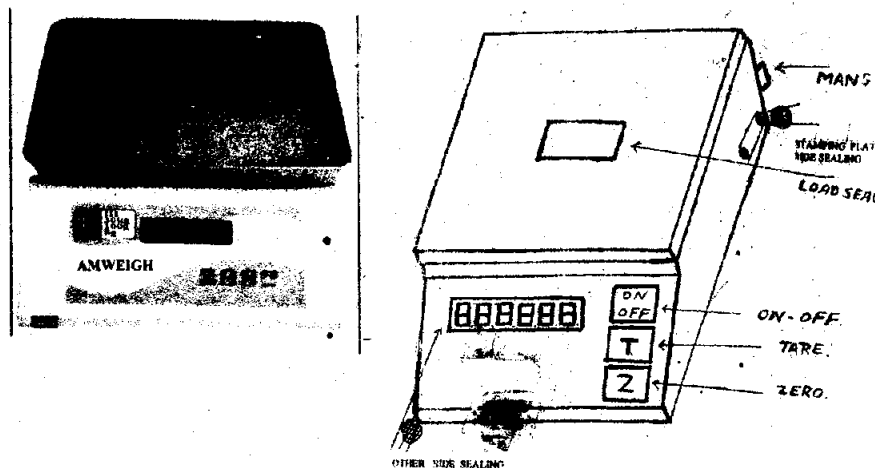


Figure-2 Schematic diagram of sealing provision of the model

Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. Stamping plate is connected through sealing wire passing from the body of the scale with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity upto 50kg. and with number of verification scale interval (n) in the range of 100 to 10000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 2g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F.No. WM-21(313)/2009]

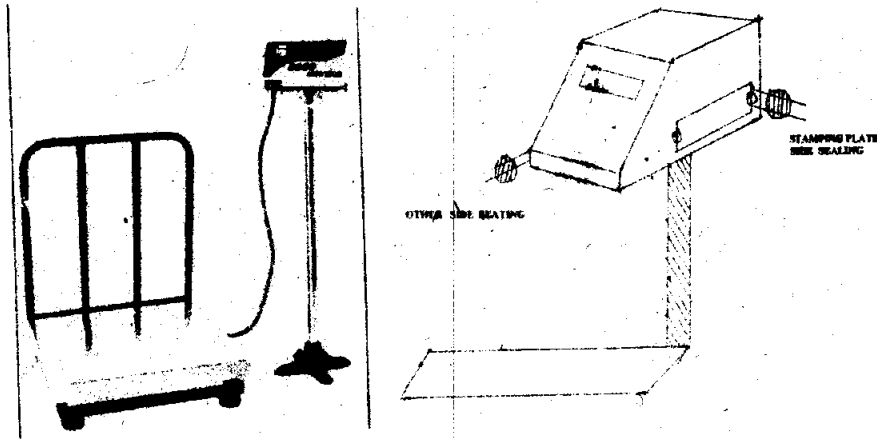
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 28 दिसम्बर, 2010

का.आ. 1355.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स तमीमा इंस्ट्रुमेंट प्रा. लि. 762/5121, गुजरात हाउसिंग बोर्ड, एस पी आफिस के सामने, बापूनगर, अहमदाबाद-24 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एमपी-7" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "एमवे" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/541 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेतुलन युक्त है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के सीलिंग प्रावधान का योजनाबद्ध डायग्राम

कपटपूर्ण व्यवहारों के लिए वेइंग इंडीकेटर को खोले जाने से रोकने के लिए सीलिंग की जाती है। स्टाम्पिंग के लिए लीड सील के साथ स्केल की बाडी में से सीलिंग वायर निकाल कर स्टाम्पिंग प्लेट से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ , और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(313)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th December, 2010

S.O. 1355.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of Series "AMP-7" and with brand name "AMWEIGH" (hereinafter referred to as the said model), manufactured by M/s. Tamima Instrument Pvt. Ltd., 762/5121, Gujarat Housing Board, Opp. S.P. Office, Bapunagar, Ahmedabad-24 which is assigned the approval mark IND/09/09/541;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

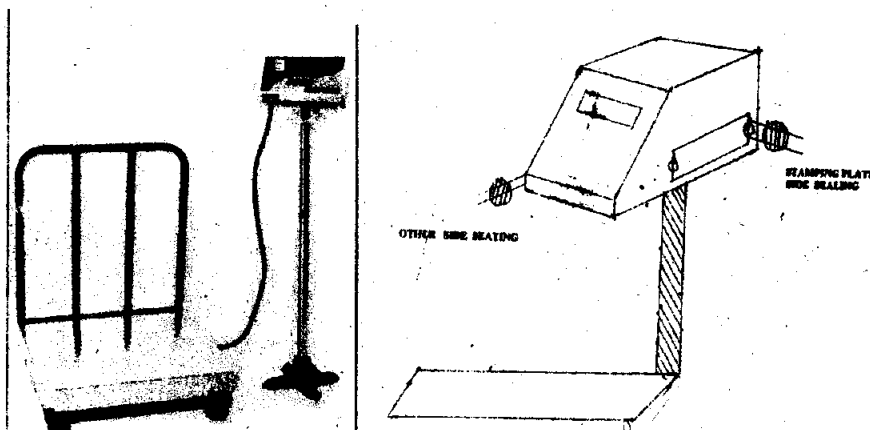


Figure-2 Schematic diagram of sealing provision of the model

Sealing shall be done to prevent opening of the weighing machine for fraudulent practice. Stamping plate is connected through sealing wire passing from the body of the indicator with the lead seal, to get the stamping. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/L card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 500kg to 500 kg with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No. WM-21(313)/2009]

B. N. DIXIT, Director of Legal Metrology

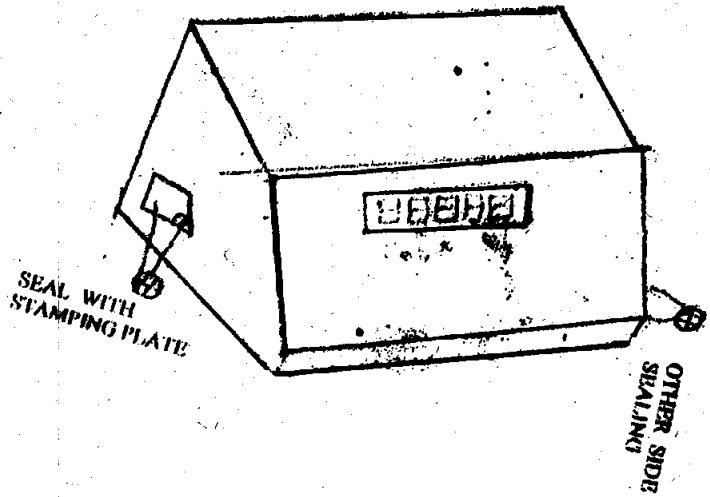
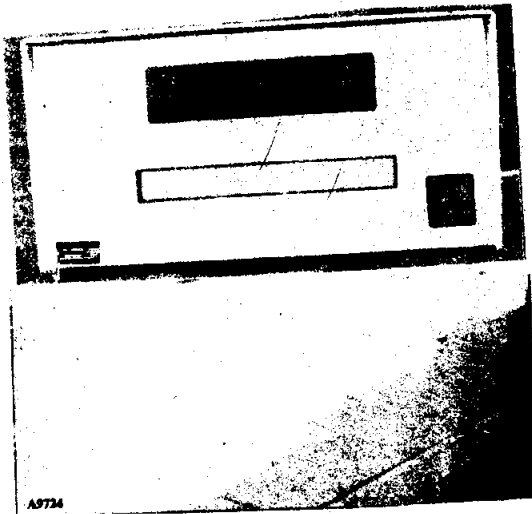


नई दिल्ली, 28 दिसम्बर, 2010

का.आ. 1356.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स तमीमा इंस्ट्रुमेंट प्रा. लि. 762/5121, गुजरात हाउसिंग बोर्ड, एस पी आफिस के सामने, बापूनगर, अहमदाबाद-24 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एएमडब्ल्यू-4" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेजिज) के मॉडल का, जिसके ब्रांड का नाम "एमवे" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/542 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेजिज) है। इसकी अधिकतम क्षमता 30 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति-2 मॉडल के इंडीकेटर को सीलिंग करने का प्रावधान

डिस्पले की बाड़ी में से सीलिंग वायर निकालकर डिस्पले के राइट साइड/बैक साइड में सीलिंग की गई है। डिस्पले की बेस प्लेट और टाप कवर के छेद से सील को जोड़ा गया है, तब सील वायर इन दोनों छेदों में से निकालकर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ , और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समप्रतुल्य हैं।

[ फा. सं. डब्ल्यू एम-21(313)/2009 ]

बी, एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th December, 2010

**S.O. 1356.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge) with digital indication of Medium Accuracy (Accuracy class-III) of Series "AMW-4" and with brand name "AMWEIGH" (hereinafter referred to as the said model), manufactured by M/s. Tamima Instrument Pvt. Ltd., 762/5121, Gujarat Housing Board, Opp. S.P. Office, Bapunagar, Ahmedabad-24 and which is assigned the approval mark IND/09/09/542;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge) with a maximum capacity of 30 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

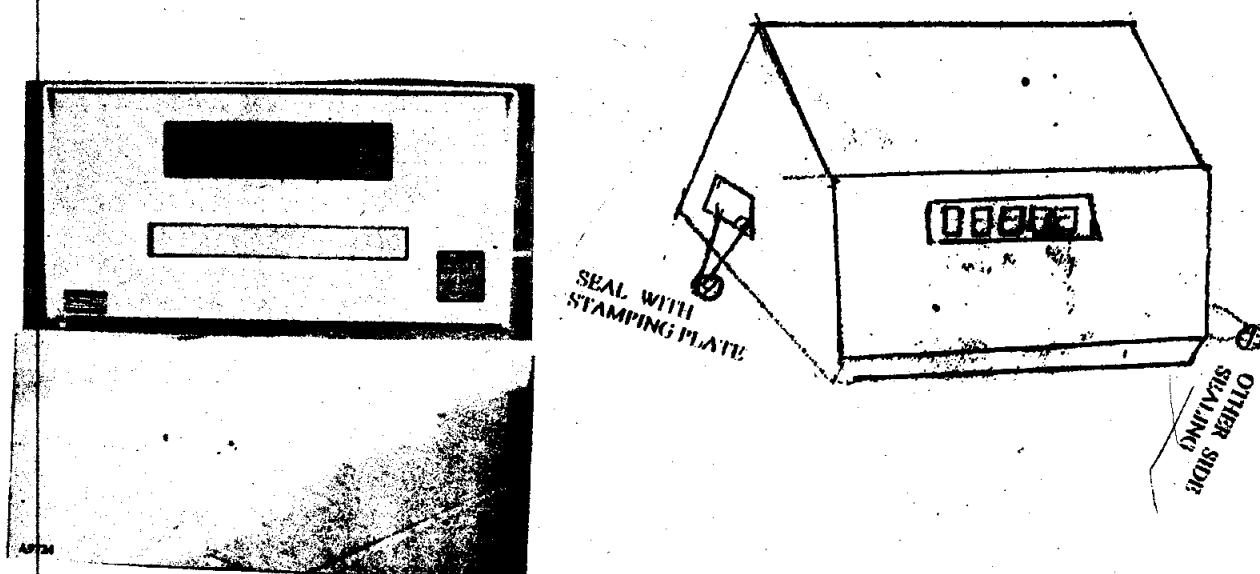


Figure-3 Sealing provision of the indicator of the model.

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10000 for 'e' value 5g or above and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(313)/2009]

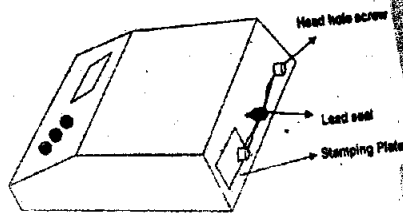
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 28 दिसम्बर, 2010

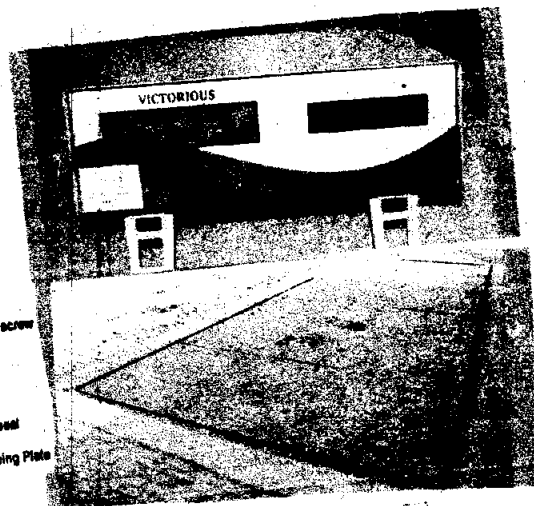
का.आ. 1357.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत-रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एशियन सेल्ज कारपोरेशन, हाउस नं. 10, दिल्ली सिरसा रोड, फरीदाबाद, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एईडब्ल्यू" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज) के मॉडल का, जिसके ब्रांड का नाम "विक्टोरियस" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/527 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज) है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



(Back Side of Electronic Weighbridge Indicator)



### आकृति 3—मॉडल के इंडीकेटर का सीलिंग प्रावधान

डिस्पले की बैक साइड में दो हैड होल स्कू से, डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले की राइट साइड/बैक साइड में सीलिंग की जाती है ताकि सीलिंग के बाद सील हटाए बिना डिजिटर को खोला नहीं जा सके। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^*$ ,  $2 \times 10^*$ , और  $5 \times 10^*$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(307)/2009]  
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th December, 2010

S.O. 1357.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge) with digital indication of Medium Accuracy (Accuracy class-III) of Series "AEW" and with brand name "VICTORIOUS" (hereinafter referred to as the said model), manufactured by M/s. Asian Sales Corporation, House No. 10, Delhi Sirsa Road, Faridabad, Haryana and which is assigned the approval mark IND/09/09/527;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge) with a maximum capacity of 50 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

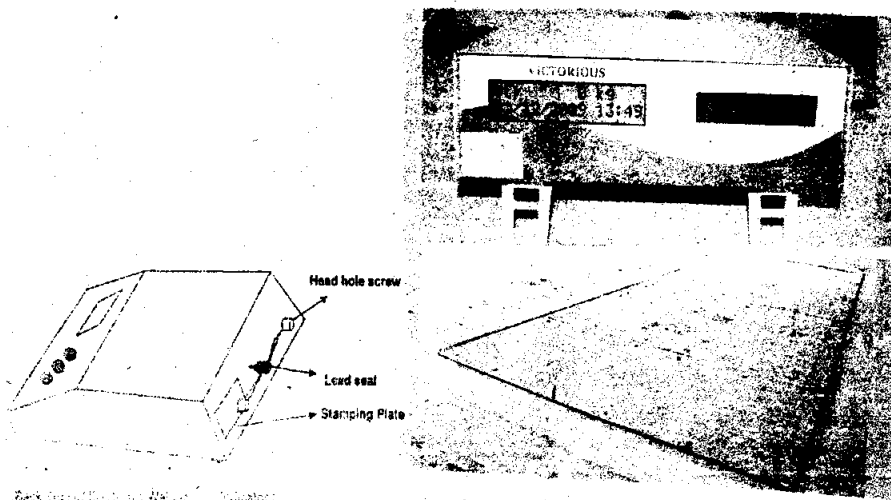


Figure-3 Sealing provision of the indicator of the model.

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display through two head hole screws in the back side of display, so that after sealing digitizer can not be opened without removing seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10000 for 'e' value 5g or above and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

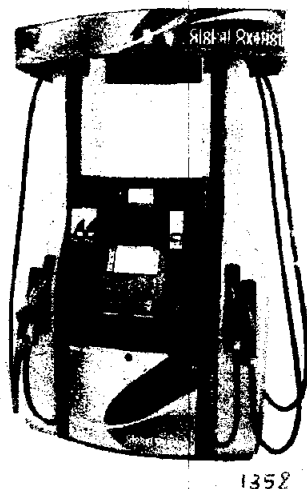
[F. No. WM-21(307)/2009]

B. N. DIXIT, Director of Legal Metrology

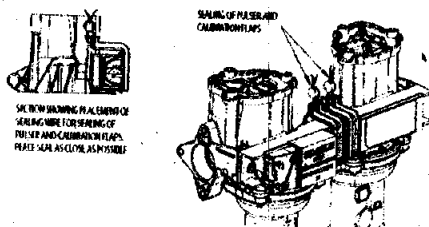
नई दिल्ली, 28 दिसम्बर, 2010

का.आ. 1358.—केन्द्रीय सरकार का, विहित प्राधिकारी नीदरलैंड मीट्रिस्ट्रूट (एन एम आई), नीदरलैंड द्वारा जारी मॉडल अनुमोदन प्रमाणपत्र के साथ उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स (1) ड्रेसर वायने पिगोने, ड्रेसर वायने, एबी, लिम्हाम्ससवाग्न 109, स्वीडन (2) ड्रेसर इंडस्ट्रिया कॉमर्सियो, ब्राजिल (3) ड्रेसर वायने पिगोने, इटली द्वारा विनिर्मित और मैसर्स जनरल इनर्जी मैनेजमेंट सिस्टम प्रा.लि., 521,522 कॉमर्सियल टावर, ली मैरीडियन होटल, विंडसर पैलेस, नई दिल्ली द्वारा भारत में बिक्री से पूर्व या बाद में बिना किसी परिवर्तन के विपणीत यथार्थता वर्ग 0.5 वाले "ग्लोबल ओवेशन IX" शृंखला के "पानी के अलावा अन्य द्रव्यों हेतु मीटर" (फ्यूल डिस्पेंसर) अंकक सूचन सहित, जिसके ब्रांड का नाम "ड्रेसर वायने" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) के मॉडल और जिसे अनुमोदन चिह्न आई एन डी/13/09/448 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है;



उक्त मॉडल 'पानी के अलावा अन्य द्रव्यों हेतु मापन प्रणाली (फ्यूल डिस्पेंसर) है जो गैसोलीन के मापने के लिए प्रयोग की जाती है। इसकी अधिकतम फ्लो दर 80 लीटर/मिनट और न्यूनतम फ्लो दर 3 लीटर/मिनट है। मेजरमेंट ट्रोसड्यूसर और दो समानांतर जोड़े गए गैस सेपरेटर्स के मामले में, अधिकतम फ्लो दर 130 लीटर/मिनट और न्यूनतम फ्लो दर 3 लीटर/मिनट है। उक्त मॉडल का प्रयोग 'ड्रेसर वायने' ब्रांड के मापमान ट्रांसड्यूसर जिनकी टाइप 'एक्सफ्लो' और 'ड्रेसर वायने' ब्रांड के इलेक्ट्रॉनिक केलकुलेंटिंग/आईजेम' युक्ति शृंखला को दर्शाता है, के लिए किया जाता है।



#### मॉडल के सीलिंग प्रावधान का योजनाबद्ध डायग्राम

प्लसर और मीटर के बीच हाइड्रोलिक सैक्सन में सीलिंग जगह दी गई है। प्लसर के केलिब्रेशन प्लैट के छेद और मीटर डोम कवर के छेद में से सीलिंग वायर निकाल कर प्लसर और मीटर को लीडिड सील के साथ सीलिंग की जाती है।

[फा. सं. डब्ल्यू एम-21(201)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th December, 2010

**S.O. 1358.**—Whereas the Central Government, after considering the report submitted to it along with examination certificate and test results granted and approved by the prescribed authority, a notified body for the purpose in the Netherlands Meetinstituut (NMI) Netherlands is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976(60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of "Measuring system for liquids other than water" (Fuel dispenser) of "Global Ovation iX" series of accuracy class 0.5 and with brand name "Dresser Wayne" (hereinafter referred to as the said model), manufactured by (1) Dresser Wayne Pigogne, Dresser Wayne AB, Limhamnsvagen 109, Sweden (2) Dresser Industriae Comercio, Braziland 3) Dressr Wayne Pigogne, Italy and marketed in India without any alteration before or after sale by M/s. General Energy Management System Pvt. Ltd., 521, 522, Commercial Tower, Le Meridian, Hotel, Windsor Palace, New Delhi and which is assigned the approval mark IND/13/09/448;

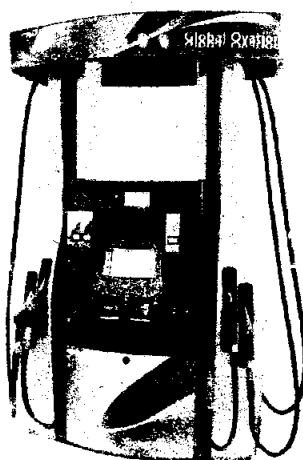


Figure-1 Model

The said model is a "Measuring system for liquids other than water" (Fuel dispenser) used for measurement of Gasoline. The Maximum flow rate is 80 litre per minute and the minimum flow rate is 3 litre/minute. In case of two parallel connected gas separators and measuement transducers, the maximum flow rate is 130 litres per minute and the minimum flow rate is 3 liters/minute. The said model shall be using "Dresser Wayne" brand of measurement transducers of type "Xflo" and "Dresser Wayne" brand of electronic calculating/indicating device of series "iGEM".

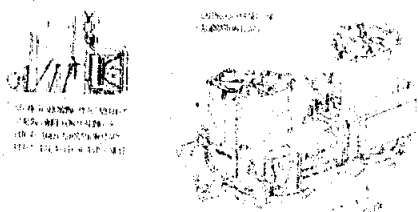


Figure-2 Schematic diagram of sealing arrangement of model

The sealing is provided in the hydraulic section, in between pulsar and meter. The sealing of pulsar and meter is done by passing a sealing wire from the hole of calibration flap of pulsar and the hole of meter dome cover and sealing the same with leaded seal.

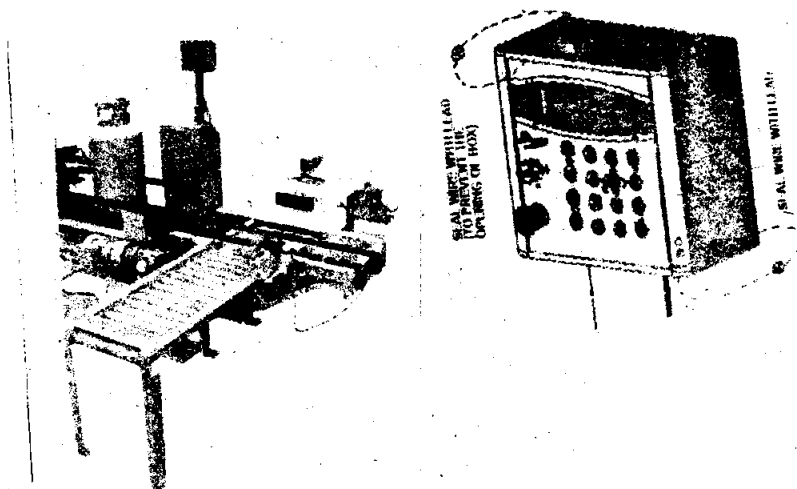
[F.No. WM-21(201)/2009]  
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 29 दिसम्बर, 2010

का.आ. 1359.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सिरागा एसए, लेस हर वॉक्स-बीपी 14,36500, बुजानसिआस, फ्रांस द्वारा विनिर्मित यथार्थता वर्ग, वाई(ए) वाले स्वचालित ग्रेविमेट्रिक फिलिंग मशीन अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम "सिरागा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे भारत में मैसर्स सिरागा इंडिया प्रा. लि. 351; एस एस आई कोप फ्लेटिड एस्टेट लि., प्लॉट नं. 69, एमआईडीसी एरिया, सतपुर, नासिक-422007 द्वारा विपणित किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/09/397 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक सिंगल एंडिड सीयर बीम टाइप भार सेल आधारित स्वचालित ग्रेविमेट्रिक तोलन उपकरण है। इसकी अधिकतम क्षमता 50 कि.ग्रा. और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वाल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

इंडीकेटर के प्रिंट से प्रोटेक्शन कवर हटाने पर, टॉप के छेद में से निकाल कर और उसे दूसरी तरफ से निकाल कर लीड सील के साथ सील किया जाता है। इसके दायीं तरफ, इंडीकेटर के बाटम के प्लास्टिक बैंड को खींच कर छेद में से सीलिंग वायर निकाल कर लीड सील से सील किया जाता है।

उपकरण में केलिब्रेशन के लिए बाहरी कंट्रोल नहीं है।

[फा. सं डब्ल्यू एम-21(214)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 29th December, 2010

S.O. 1359.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Automatic Catch weighing instrument with digital indication of "THEMIS" series of accuracy class Y(a) and with brand name "SIRAGA" (hereinafter referred to as the said model), manufactured by M/s. Siraga SA, Les Her vaux-BP 14,36500, Buzancias, France and marketed in India by M/s. Siraga India Private Limited, 351, SSI Coop flatted Estate Limited, Plot no. 69, MIDC area, Satpur, Nasik, 422007 and which is assigned the approval mark IND/09/09/397;

The said model is a single ended shear beam type load cell based Automatic Catch weighing instrument with a maximum capacity of 50 kg. and minimum capacity of 1 kg. The verification scale interval (e) is 50 g. The liquid crystal Diode (LCD) display indicated the weighing result. The instruments operates on 230V, 50Hz alternatice current power supply.

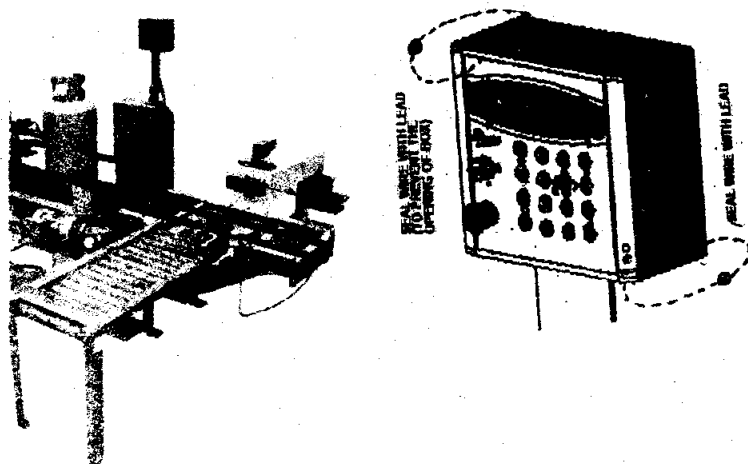


Fig.2-Schematic diagram of sealing arrangement of indicator

After removing the protection cover at the front of the indicator, sealing wire is passed through hole at the top and taken out from other side and sealed through lead seal. In the right hand side, the plastic band at the bottom of the indicator is pulled and sealing wire is passed through holes and sealed through lead seal.

The instrument has no external control to calibration.

[F.No. WM-21(214)/2009]

B. N. DIXIT, Director of Legal Metrology



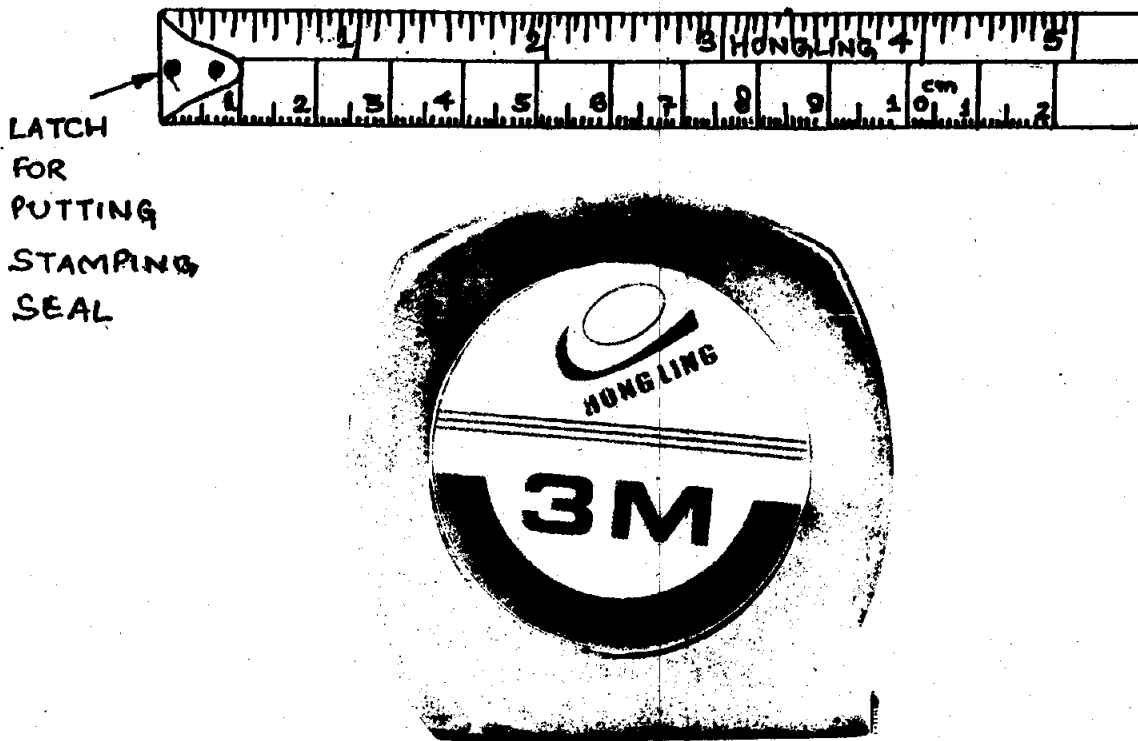
नई दिल्ली, 30 दिसम्बर, 2010

का.आ. 1360.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (3) और उप-धारा (7) और उप-धारा (8) के तीसरे परन्तुक द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स त्वान आह कं. लि., 144 ले होंग फोंग, ताम थान्ह वॉर्ड, लांग सन सिटी, वियतनाम द्वारा विनिर्मित यथार्थता वर्ग-II वाले "होंगलिंग" शृंखला के "स्टील टेप मैजर" के मॉडल का, जिसके ब्रांड का नाम "होंगलिंग" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स खुशी ट्रेडिंग कम्पनी, 1309/बो-3, प्रथम तल, पान मंडी बाजार, दिल्ली-110006 द्वारा भारत में विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/09/495 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल स्टील फीता माप है जिसकी अधिकतम लम्बाई 3 मीटर है, तथा न्यूनतम भाग 1 मिलिमीटर है जिसका उपयोग लम्बाई को मापने के लिए किया जाता है। इसका उपयोग लम्बाई को मापने के लिए किया जाता है जहां कड़े माप की लम्बाई सुविधाजनक या व्यावहारिक न हो।

आकृति-1 मॉडल



आकृति-2 सीलिंग प्रावधान

स्टील टेप मेजर के प्रारंभ में सत्यापन स्ट्याम्प दी गई है जैसाकि ऊपर आकृति में दिखाया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के स्टील टेप और मैजर भी होंगे जिनकी रेंज 0.5 मीटर से 5 मीटर तक है।

[फा. सं. डब्ल्यू एम-21(281)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th December, 2010

S.O. 1360.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the 'Steel Tape Measure', of Accuracy Class-II of series 'HONGLING' with Brand name 'HONGLING' (herein referred to as said Model), manufactured by M/s. Tuan Ahh Co Ltd. 144, Le Hong Phong, Tam Thanh Ward, Lang Son City, Vietnam and marketed in India by M/s. Khushi Trading Company, 1309/B-3, 1st Floor, Pan Mandi Sadar Bazar, Delhi- 110006 and which is assigned the approval mark IND/09/09/495 ;

The said Model is a Steel tape measure of maximum length 3m and smallest division is of 1mm which is used for measurement of length. It is used for measurement of length where the use of rigid length measure is not convenient or practicable.

Figure 1—Model

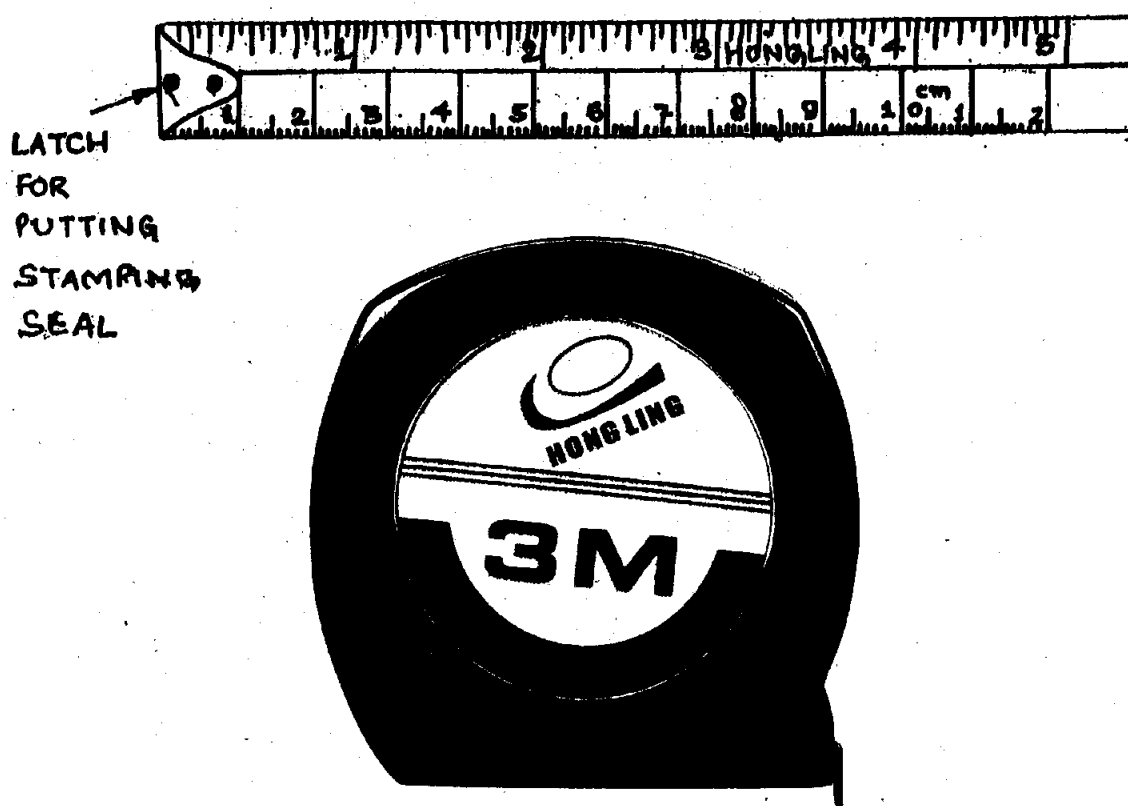


Figure 2—Sealing provision

The verification stamp is given at the beginning of the Steel tape measure as shown in the figure above.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the steel tape measure of similar make, accuracy and performance of same series in the range of 0.5m to 5m manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No. WM-21(281)/2009]

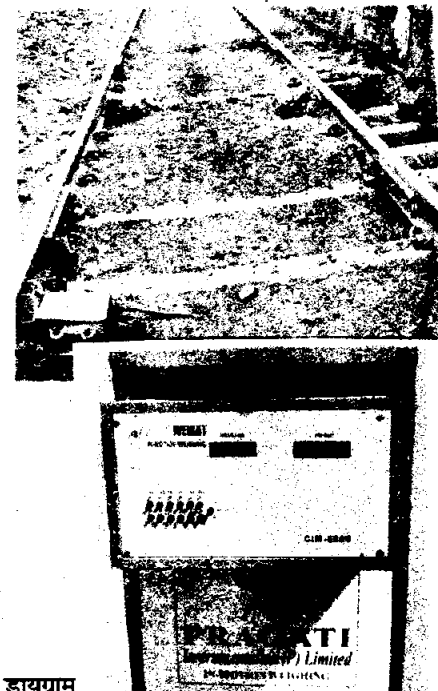
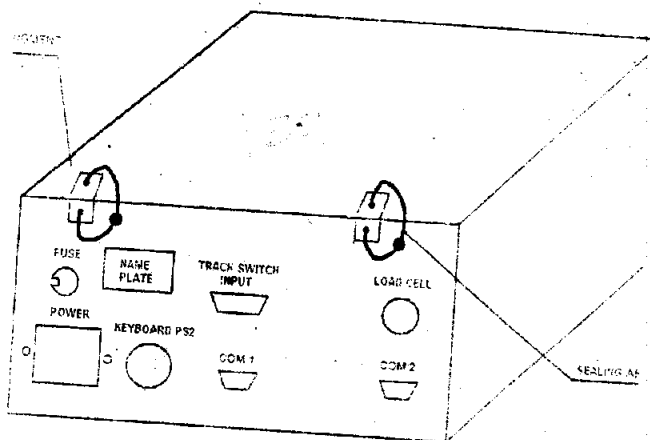
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 30 दिसम्बर, 2010

का.आ. 1361.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स प्रगति इंस्ट्रुमेंटेशन (प्रा.) लि., केदार दास नगर, केडिया पेट्रोल पम्प के पास, गुरुद्वारा रोड, चास-827013, जिला बोंकारो, झारखण्ड द्वारा विनिर्मित यथार्थता वर्ग-0.5 वाले "सीआईएम-6000" शृंखला के अंकक सूचन सहित, स्वचालित रेल वेब्रिज (इन-मोशन टाइप) के मॉडल का, जिसके ब्रांड का नाम "रेकवेटक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन विह आई एन डी/09/09/382 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल विकृत गेज प्रकार का भार सैल आधारित स्वचालित रेल वेब्रिज (इन-मोशन प्रकार) है। इसकी अधिकतम क्षमता 100 टन है और न्यूनतम क्षमता 10 टन है। सत्यापन मापमान अंतराल (ई) 100 कि. ग्रा. है। उपकरण के लिए स्पीड लिमिट 0 से 15 कि. मी./घंटा है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



#### आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

सीलिंग प्वाइंट स्टाम्पिंग प्लेट पर लगाया गया है जो इंडिकेटर की बाड़ी के दो तरफ तार से इस तरह से लगाया गया है कि लीड सील के साथ स्केल की बाड़ी से तार निकाली जाए। मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबंद किया जाएगा। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी कॅलिब्रेशन तक पहुंच की सुविधा है। बाहरी कॅलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान  $\leq 100$  कि. ग्रा. के लिए 500 से 2500 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 10 टन से 120 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$ , और  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(161)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th December, 2010

**S.O. 1361.**—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of 'Automatic Rail Weighbridge' (In-motion type) with digital indication of "CIM-6000" series of accuracy class-0.5 and with brand name "RAKEWEIGHT" (herein referred to as the said model), manufactured by M/s. Pragati Instrumentation (P) Ltd., Kedar Das Nagar, Near Kedia Petrol Pump, Gurudwara Road, Chas-827013, Dist-Bokaro, Jharkhand and which is assigned the approval mark IND/09/09/382;

The said model is a strain gauge type compression load cell based automatic rail weighbridge (In-motion type) with a maximum capacity of 100 tonne and minimum capacity of 10 tonne. The verification scale interval (e) is 100kg. The speed limit for the instrument is 0 to 15 km/h. The Light Emitting diode (LED) display indicates the weighing result. The instrument operates on 220 to 230 Volts or 50Hertz alternative current power supply.

Figure 1—Model

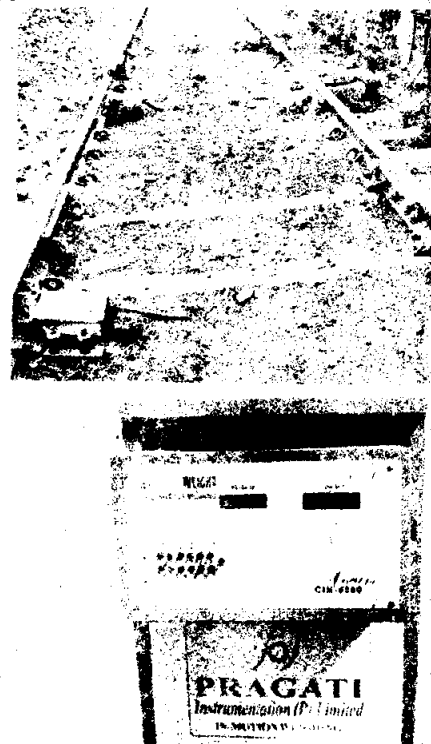
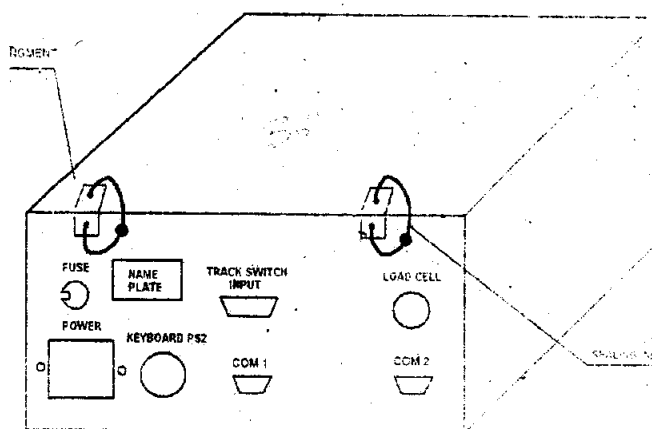


Figure 2—Sealing provision of the indicator of the model

Sealing point is affixed on the stamping plate is fixed on two side body of the indicator with the wire, in such a way that the wire passing from the body of scale with the lead. Sealing shall done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 10 tonne and up to 120 tonne with verification scale interval (n) in the range of 500 to 2500 for 'e' value  $\leq 100\text{kg}$  and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F.No. WM-21(161)/2009]

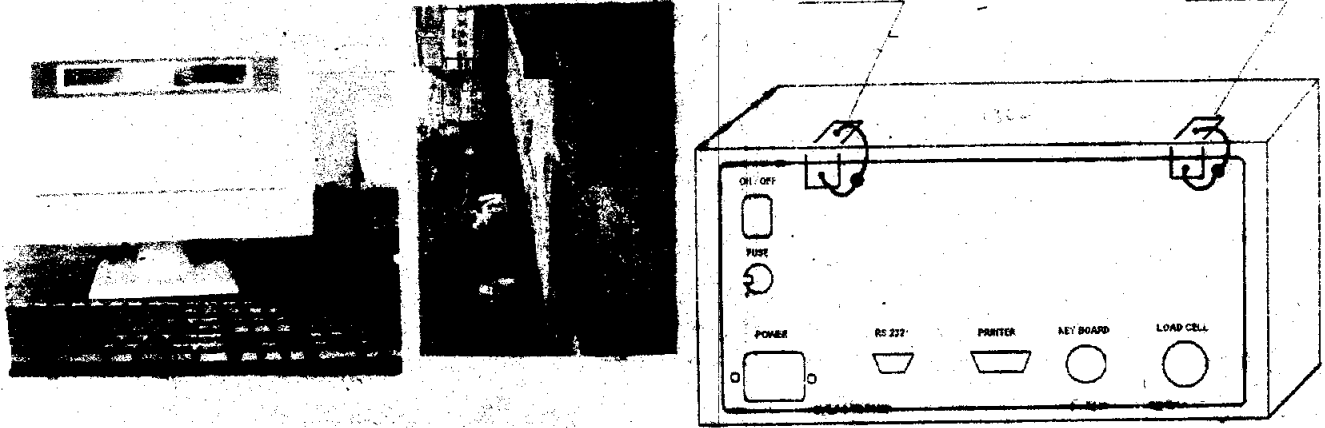
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 30 दिसम्बर, 2010

का.आ. 1362.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स प्रगति इंस्ट्रुमेंटेशन (प्रा.) लि., केदार दास नगर, केडिया पेट्रोल पम्प के पास, गुरुद्वारा रोड, चास-827013, जिला बोकारो, झारखण्ड द्वारा विनिर्मित माध्यम यथार्थता (यथार्थता वर्ग-III) वाले "क्यू-6000" शृंखला के अंकक सूचन सहित, अस्वचालित (इलेक्ट्रॉनिक वोल्टेज मल्टी लोड सैल टाइप) के मॉडल का, जिसके ब्रांड का नाम "क्वांटमेटिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन बिह आई एम डी/09/09/287 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल विकृत गैज प्रकार का भार सैल आधारित अस्वचालित (इलेक्ट्रॉनिक वोल्टेज मल्टी लोड सैल टाइप) है। इसकी अधिकतम क्षमता 50 टन है और न्यूनतम क्षमता 200 कि.ग्रा. है। स्थापन मापमान अंतराल (ई) 10 कि. ग्रा. है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

सीलिंग प्वाइंट स्टाम्पिंग प्लेट पर लगाया गया है जो इंडिकेटर की बाड़ी के दो तरफ तार से इस तरह से लगाया गया है कि लीड सील के साथ स्केल की बाड़ी से तार बिकसित आए। बरतन को कपटबुध्न व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबंद किया जाएगा। मॉडल को सीलबंद करने के उपरान्त एक प्रकृषी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी कालिग्रेसन तक पहुंच की सुविधा है। बाहरी कालिग्रेसन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान 500 से 10000 तक की रेंज में स्थापन मापमान अंतराल (एन) सहित 5 टन से 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$ , और  $5 \times 10^3$ , के हैं, जो घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(161)/2009]

जी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th December, 2010

S.O. 1362.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Electronic Weighbridge Multi Load Cell Type) with digital indication of medium accuracy (Accuracy class-III) of series "Q-6000" and with brand name "QUANTAMATIC" (hereinafter referred to as the said model), manufactured by M/s. Pragati Instrumentation (P) Ltd., Kedar Das Nagar, Near Kedia Petrol Pump, Gurudwara Road, Chas-827013, Dist-Bokara, Jharkhand and which is assigned the approval mark IND/09/09/287;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge Multi load Cell Type) with a maximum capacity of 50 tonne and minimum capacity of 200 kg. The verification scale interval (e) is 10kg. It has a tare device with a 100 percent subtractive retained tare effect. The light emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure 1—Model (Weighbridge)

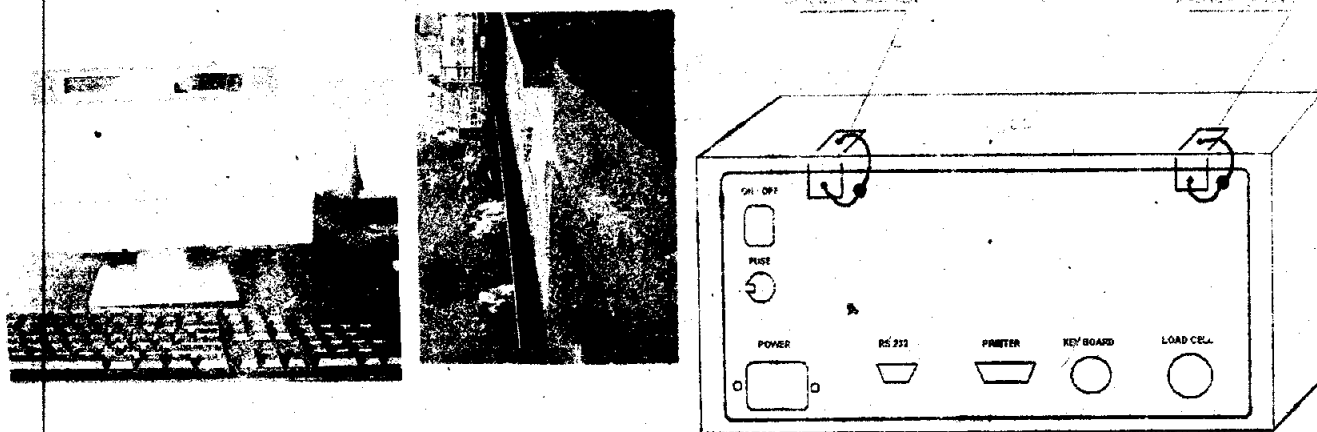


Figure 2—Sealing provision of the indicator of the model

Sealing point is affixed on the stamping plate is fixed on two side body of the indicator with the wire, in such a way that the wire passing from the body of scale with the lead. Sealing shall done to prevent opening of the weighing machine for fraudulent practice. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonnes and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No. WM-21(161)/2009]

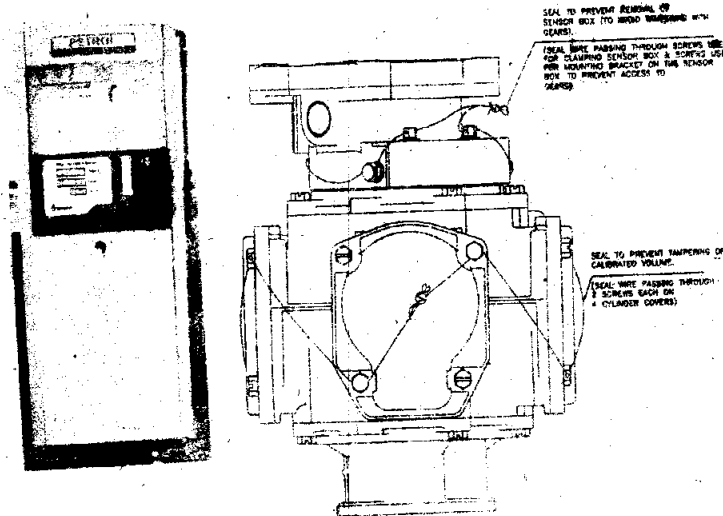
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 30 दिसम्बर, 2010

का.आ. 1363.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (3) और उप-धारा (7) और उप-धारा (8) के तहत परन्तु द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स लर्सन एंड टर्बो लि., पेट्रोल डिस्सेंसिंग पम्प एंड सिस्टम्स, कोयम्बटूर केम्पस, मालुमीचम्पट्टी, कोयम्बटूर द्वारा विनिर्मित इलेक्ट्रॉनिक डिस्सेंसिंग पम्प, अंकक सूचन सहित (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) "स्प्रीट" सीरिज जिसके ब्रांड का नाम "एल एंड टी" और जिसे अनुमोदन चिह्न आई एन डी/09/09/352 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल डिस्सेंसिंग पम्प है जो पाजिटिव डिस्सेंसमेंट मीटर के सिद्धांत पर कार्य करता है पम्प में एक, दो अथवा दो से दस तक बहु-नोजल हैं, तथा प्रीसेट, नॉनप्रीसेट, इलेक्ट्रॉनिक कैलिब्रेशन, कार्ड रीडर एंड प्रिंटर, वायरलेस पेरलल हैड हैल्ड डिस्सेंस इलेक्ट्रॉनिक/इलेक्ट्रॉनिक टोटलाइजर आदि जैसी वैकल्पिक सुविधा सहित नियत और नियत और परिवर्तनीय प्रतिशत के साथ ऑयल मिक्स की सुविधाएं हैं। इसकी दर एकल/डबल मीटरिंग यूनिट के लिए अधिकतम प्रवाह दर 90 लीटर/मिनट से 130 लीटर/मिनट के बीच है और 04 लीटर/मिनट न्यूनतम प्रवाह दर के साथ मानक ड्यूटी के लिए 45 लीटर/मिनट (अधिकतम) एकल मीटरिंग यूनिट के लिए है। इसका लघुतम प्रभाग 10 मिली/1 मिली है इसके रूप में 7/6 अंकों की राशि, लीटर में वॉल्यूम के लिए 7/6 अंकों, फ्यूल घनत्व के लिए 6/4 अंकों का अंकन है और टोटलाइजर के लिए 12 अंकों का अंकन है। उपकरण के सूचन संकेत लिक्विड क्रिस्टल डायोड (एल सी डी) पर प्रदर्शित होते हैं। यह 220 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करती है। इसमें बहु-प्रकार के इंधन जैसे कि अनलिडिड पेट्रोल, लिडिड पेट्रोल, डीजल इथनाल, एच एस डी, बायो डीजल, टरपेनटाइन, किरोसीन आदि के वितरण की क्षमता है मॉडल में उक्त पेट्रोलियम उत्पादों की सुपुर्गों के लिए प्री-सेट सुविधा भी है। इसमें इलेक्ट्रॉनिक कैलिब्रेशन सुविधा भी है। इसमें रिमोट आटोमेशन मैकेनिकल कैलिब्रेशन के लिए कम्युनिकेशन पोर्ट है।



#### आकृति-2 सीलिंग प्रावधान

नट बोल्ट के विपरीत दिए गए छेदों में से लिडिड वायर कसकर और इलेक्ट्रॉनिक कैलिब्रेशन कार्ड की सील पर स्टाम्प सत्यापन के लिए सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

[फा. सं. डब्ल्यू एम-21(122)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 30th December, 2010

S.O. 1363.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of (Electronic Dispensing Pump with digital indication (hereinafter referred to as said model) of Series "SPRINT" with brand name "L & T", manufactured by M/s. Larsen & Toubro Limited, Petrol Dispensing Pumps & Systems, Coimbatore Campus, Malumichampatty, Coimbatore-6140121 and which is assigned by the approval mark IND/09/09/352;

The said model is an electronic dispensing pump working on the principle of positive displacement meter. The pump consists of mono, dual or multi-nozzles from two to ten and having facilities for oil mix with fixed and variable percentage with optional feature like preset, nonpreset, electronic calibration, card reader and printer, wireless parallel hand-held display, electromechanical/electronic totalizer etc. Its maximum flow rate in the range of 90 lpm to 130 lpm for single/double metering unit and 45 lpm (max) for single metering unit for standard duty with minimum flow rate of 0.4 litre/minute. The smallest division is 10ml/1 ml. It has indication of 7/6 digits for amount in Rupees, 7/6 digits for Volume in litre, 6/4 digits for fuel density and totalizer upto 12 digits, 6/4 digits for density display. The indications of the measurement are displayed on Liquid Crystal Dfode (LCD) Display type. It operates on 220V, 50Hertz alternative current power supply. It is capable of dispensing multiple variety of fuel that is unleaded petrol, leaded petrol, diesel, ethanol, HSD, bio-diesel, turpentine, kerosene etc. The model is also having the pre-set facility for delivery of the said petroleum products. There is facility of electronic calibration or it has communication port for Remote Atomation.

Figure 1—Model

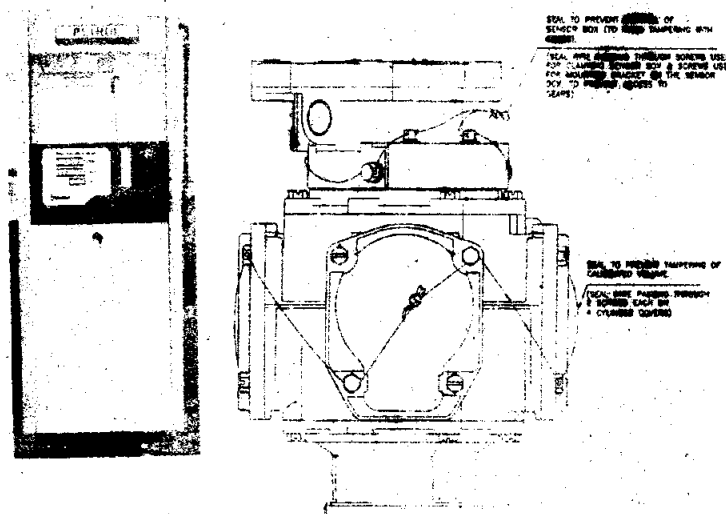


Figure 2—Sealing arrangement

Sealing is done by leaded wire fastened through holes provided opposite to nut bolts and for receiving verification stamp on seal of the Electronic Calibration Card. A typical schematic diagram of sealing provision of the model is given above.

The said model has electro-mechanical totalizer. It is also having electronic calibration facility in addition to mechanical calibration device, card reading and printing facility.

[F. No. WM-21(122)/2009]

B. N. DIXIT, Director of Legal Metrology

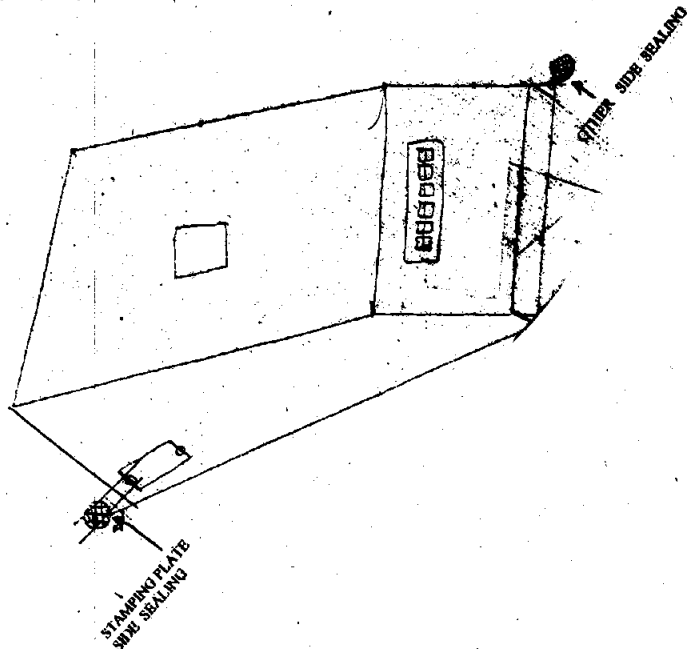


नई दिल्ली, 3 फरवरी, 2011

का.आ. 1364.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स शार्प इंस्ट्रूमेंट 126 रोटकर, से-आऊट, न्यू ओम नगर, हुडकेश्वर रोड, नागपुर-440034 (महाराष्ट्र) द्वारा मध्यम उच्च यथार्थता (यथार्थता वर्ग-III) वाले "एसएसपी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "सनसुईकॉन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/321 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



कपटपूर्ण उपयोग से बचने के लिए और स्केल की स्टाम्पिंग के लिए स्केल की बाँड़ी में से लीड सील के साथ लीड वायर निकाल कर सीलिंग की जाती है। स्टाम्पिंग के लिए सीलिंग वायर लीड सील के साथ स्केल की बाँड़ी में से निकाल कर स्टाम्पिंग प्लेट से जोड़ा गया है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुँच है। बाहरी केलिब्रेशन तक पहुँच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^{-3}$ ,  $2 \times 10^{-3}$  और  $5 \times 10^{-3}$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(185)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd February, 2011

**S.O. 1364.**—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of Series "SSP" and with brand name "SANSUICON" (hereinafter referred to as the said Model), manufactured by M/s. Sharp Instruments 126, Rotkar, Lay-Out, New Om Nagar, Hudkeshwar Road, Nagpur-440034 (Maharashtra) which is assigned the approval mark IND/09/09/321;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

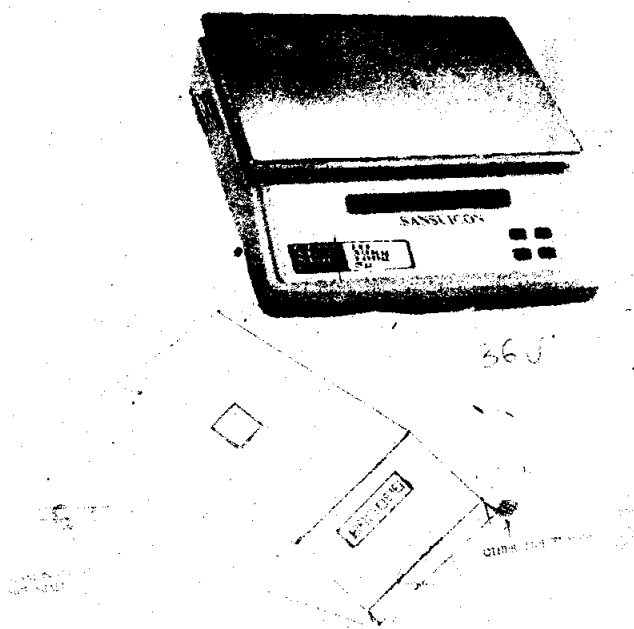


Figure-2 Schematic Diagram of sealing provision of the Model.

Sealing is done by passing lead wire through the body of scale with the lead seal to get the stamping of the scale to avoid fraudulent use. The stamping plate is connected through sealing wire passing from the body of scale lead seal to get stamping. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(185)/2009]

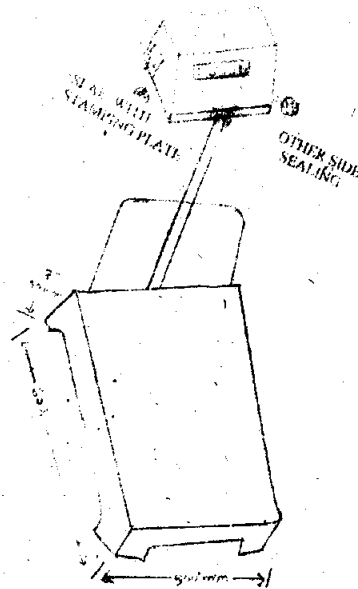
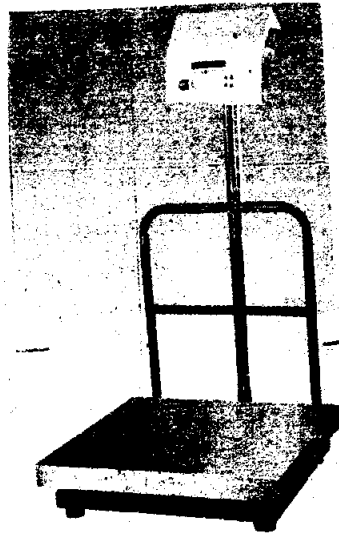
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 3 फरवरी, 2011

का.आ. 1365.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स शार्प इंस्ट्रूमेंट 126 रोडकर, ले-आऊट, न्यू ओम नगर, हुडकेश्वर रोड, नागपुर-440034, (महाराष्ट्र) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एसएसपी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "सनसुईकॉन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/322 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

कपटपूर्ण उपयोग से बचने के लिए और स्केल की स्टाम्पिंग के लिए स्केल की बॉडी में से लीड सील के साथ लीड वायर निकाल कर सीलिंग की जाती है। सील से छेड़छाड़ किए बिना उपकरण को खोला नहीं जा सकता। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान  $1 \times 10^3$ ,  $2 \times 10^3$  और  $5 \times 10^3$ , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम-21(185)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd February, 2011

S.O. 1365.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class -III) of Series "SPP" and with brand name "SANSUICON" (hereinafter referred to as the said model), manufactured by M/s. Sharp Instruments 126, Rotkar, Lay-Out, New Om Nagar, Hudkeshwar Road, Nagpur-440 034 (Maharashtra) and which is assigned the approval mark IND/09/09/322;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

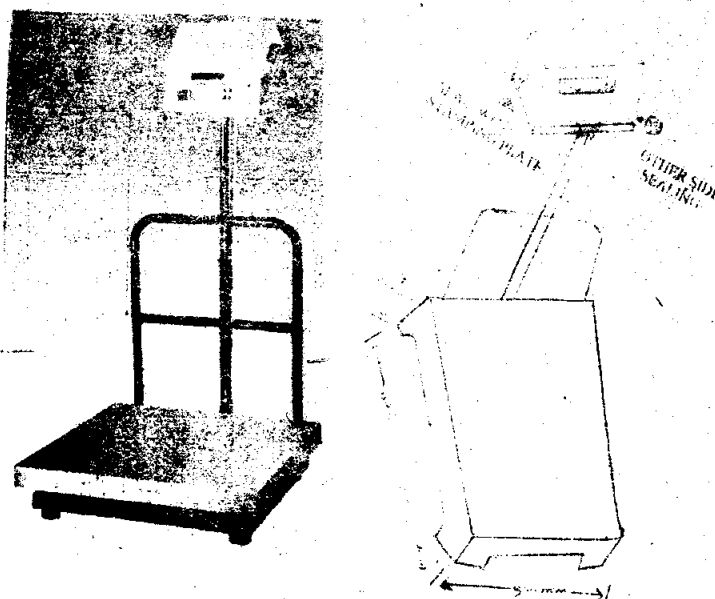


Figure-2 Sealing provision of the indicator of model.

Sealing is done by passing lead wire through the body of scale with the lead seal to get the stamping of the scale to avoid fraudulent use. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg up to 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value  $1 \times 10^k$ ,  $2 \times 10^k$  or  $5 \times 10^k$ , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[ F.No.WM-21(185)/2009]

B. N. DIXIT, Director of Legal Metrology

## ( भारतीय मानक ब्यूरो )

नई दिल्ली, 4 मई, 2011

का.आ. 1366.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस प्रदान किए गए हैं :—

## अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्ष	भा मा भाग संख्या	अनु वर्ष
(1)	(2)	(3)	(4)	(5)	(6) (7)	(8) (9)
1.	3716058	4-4-2011	सोलो सिरामिक्स, 8-ए नेशनल हाइवे, लतीपुर, तालुका-मोरबी, जिला-राजकोट, गुजरात-363642	बैठकर शौचादि के लिए पात्र	आईएस भाग 2556 3	2004
2.	3719266	19-4-2011	ओलम्पिक इंडस्ट्रीज प्लाट नं. 2, सर्वे नं. 58/1, सहयोग वे ब्रीज के पीछे, राजमार्ग 8 बी, भोजपरा, तालुका गोंडल, जिला राजकोट, गुजरात-362001	53 ग्रेड की साधारण पोर्टलैंड सीमेंट	आईएस 12269	1987
3.	3721253	25-4-2011	टोपलेन्ड एंजीन्स प्राईवेट लिमिटेड ऊमाकान्त पंडीत उद्योगनगर, मवडी प्लांट, परसाना फाउन्ड्री के सामने, राजकोट-360004	कृषि प्रयोजन के लिए स्वच्छ ठंडे और ताजे जल हेतु मोनोसेट पम्प के इंजन की विशिष्ट	आईएस 11501	1986
4.	3720453	25-4-2011	नवभारत स्टील री-रोलिंग मील सीहोर जी आई डी सी सीहोर जिला भावनगर गुजरात-364240	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	आईएस 1786	2008
5.	3721556	27-4-2011	टॉरस टीम्बर प्राईवेट लिमिटेड सर्वे नम्बर 504/12, गांव भीमार, तालुका अंजार, जिला कच्छ, गुजरात-370240	ब्लॉक बोर्ड	आईएस 1659	2004
6.	3721657	27-4-2011	राधिका ज्वेलर्स रानजीत परा, सुभाश चौक, भानवड, जिला जामनगर, गुजरात-360510	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी, शुद्धता एवं मुहरांकन- विशिष्ट	आईएस 1417	1999
7.	3721758	27-4-2011	सोनी रमनीकलाल नानालाल शास्त्री रोड तालुका अंजार जिला कच्छ गुजरात	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी, शुद्धता एवं मुहरांकन- विशिष्ट	आईएस 1417	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
8.	3721354	27-4-2011	टॉरस टीम्बर प्राईवेट लिमिटेड, सर्ग नम्बर 504/12, गांव भीमासर, तालुका अंजार, जिला कच्छ, गुजरात-370240	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर टाइप) भाग 1 प्लाईवुड के सतह युक्त पल्ले	आईएस भाग 2202	1		1999
9.	3721455	27-4-2011	टॉरस टीम्बर प्राईवेट लिमिटेड, प्लॉट नं. 326 सेक्टर तालुका गांधीधाम, जिला कच्छ गुजरात-370201	सामान्य प्रयोजनों के लिए प्लाईवुड	आईएस 303			1989
10.	3722760	27-4-2011	अमुल बार्ड्स प्रा. लि. गोयल एवेन्यु, प्लॉट 318, वार्ड 12बी, ओल्ड एलआईसी ब्लॉक के सामने, गांधीधाम जिला-कच्छ, गुजरात	लकड़ी के सपाट दरवाजे के शटर (ठोस कोर टाइप) भाग 1 प्लाईवुड के सतह युक्त पल्ले	आईएस भाग 2202	1		1999
11.	3722457	26-4-2011	श्री सत्या इंडस्ट्रीज कुवाडवा रोड, ऑक्जोरी नाका, नवागाम रोड, राजकोट-360003	परफार्मेंस ऑफ स्मॉल साइज स्पार्क इंजनीसन इंजंस	आईएस भाग 7347	1		1974
12.	3723257	26-4-2011	जयप्रकाश एसोसिएट्स लि. सवगारा, वयोर, तालुका-अबडासा, जिला-कच्छ, गुजरात-370655	पोर्टलैंड पोजोलाना सीमेंट	आईएस भाग 1489	1		1991

[सं. के.प्र.वि./13 : 11]

एम. राधाकृष्णा, वैज्ञा. 'एफ' एवं प्रमुख

(Bureau of Indian Standards)

New Delhi, the 4th May, 2011

S.O. 1366.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

## SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3716058	4-4-2011	Solo Ceramics 8-A, National Highway, At Lalpur, Taluka Morbi District Rajkot, Gujarat-363642	Vitreous sanitary appliances (vitreous china)-part 3: specific requirements of squatting pans	IS 2556	Part 3		2004
2.	3719266	19-4-2011	Olympic Industries Plot No 2, Survey No. 58/1, Behind Sahyog weigh Bridge, N.H. 8-B, Bhojpara, Gondal District : Rajkot Gujarat-362001	53 grade ordinary portland cement	IS 12269			1987

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
3.	3721253	25-4-2011	Topland Engines Pvt. Ltd. Umakant Pandit Udyognagar Mavdi Plot Opp. Parsana Foundry, District Rajkot, Gujarat-360004	Engine monoset pumps for clear, cold, fresh water for agricultural purposes	IS 11501			1986
4.	3720453	25-4-2011	Navbharat Steel Re-rolling Mill Sihor GIDC, Sihor District Bhavnagar, Gujarat-364240	High strength deformed steel bars and wires for concrete reinforcement	IS 1786			2008
5.	3721556	27-4-2011	Taurus Timber Private Limited Survey No 504-1 & 2, Village Bhimasar, Taluka Anjar Bhimasar, District Kachchh Gujarat-370240	Block Boards	IS 1659			2004
6.	3721657	27-4-2011	Rakhika Jewellers Ranjitpara, Subhash Chowk, Bhanvad, District Jamnagar Gujarat-360510	Gold and gold alloys, jewellery/artefacts-fineness and marking—	IS 1417			1999
7.	3721758	27-4-2011	Soni Ramniklal Nanalal Shastri Road, Anjar District Kachchh Gujarat	Gold and gold alloys, jewellery/artefacts-fineness and marking—	IS 1417			1999
8.	3721354	27-4-2011	Taurus Timber Pvt Ltd. Survey No. 504/1 & 2 Village Bhimasar, Taluka Anjar Bhimasar, District Kachchh, Gujarat-370240	Wooden flush door shutters (solid core type) : part 1 plywood face panels	IS 2202 Part 1			1999
9.	3721455	27-4-2011	Taurus Timber Pvt. Ltd. Plot No 326, Sector-1/A, Gandhidham District Kachchh Gujarat-370201	Plywood for general purposes	IS 303			1989
10.	3722760	27-4-2011	Amul Boards Pvt. Ltd. Goyal Avenue, Plot 318, Ward 12B, Opp. Old LIC Block Gandhidham District : Kachchh Gujarat	Wooden flush door shutters (solid core type) : part 1 plywood face panels	IS 2202 Part 1			1999
11.	3722457	26-4-2011	Shree Satya Industries Kuvadva Road Octori Naka, Navagam Road, Rajkot-360003	Performance of small size spark ignition engines	IS 7347			1974

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
12.	3723257	26-4-2011	Jaiprakash Associates Limited Sewagara, Vayor Taluka Abdasa District-Kachchh Gujarat-370655	Portland pozzolana cement Part 1 flyash based	IS 1489	Part 1	1991	

[No. CMD/13 : 11]

M. RADHA KRISNA, Scientist 'F' and Head

नई दिल्ली, 4 मई, 2011

का.आ. 1367.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस प्रदान किए गए हैं :—

## अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्दीकरण तिथि
1.	7432266	मैसर्स कैलाश सिमेंट इंडस्ट्रीज जीआईडीसी, लोधिका, प्लॉट नं. जी-1935/4-5, मेटोदा, तालुका-लोधिका, जिला-राजकोट, गुजरात	आई एस 12269 : 1987 53 ग्रेड की साधारण पोर्टलैंड सीमेंट	1-4-2011
2.	7451169	मैसर्स सिमेंट इंडस्ट्रीज प्लॉट नं. 1 एवं 2, सर्वे नं. 247/पी, सर्वोदय स्कूल के सामने, शापर- वेरावल, तालुका-कोटदा संगानी, जिला-राजकोट, गुजरात	आई एस 12269 : 1987 53 ग्रेड की साधारण पोर्टलैंड सीमेंट	1-4-2011

[सं. केन्द्रीय प्रमाणन विभाग/13 : 11]

एम. राधाकृष्णा, वैज्ञा. 'एफ' एवं प्रमुख

New Delhi, the 4th May, 2011

S.O. 1367.—In pursuance of sub-regulation 6 of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :

## SCHEDULE

Sl. No.	Licences No. CM/L	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	7432266	M/s Kailash Cement Inds. G.I.D.C, Lodhika, Plot No. G-1935/4-5, At : Metoda, Tal : Lodhika Dist : Rajkot, District : Rajkot, Gujarat	IS 12269 : 1987 53 grade ordinary portland cement	01-04-2011



(1)	(2)	(3)	(4)	(5)
2-	7451169	M/s Marshal Cement Industries Plot No. 1 & 2, Survey No. 247/P, Opp. Sarvodaya School, Shapar (Varaval), Tal : Kotda Sangani, Dist : Rajkot, District : Rajkot, Gujrat	IS 1229 : 1987 53 grade ordinary portland cement	01-04-2011

[No. CMD/13 : 11]

M. RADHAKRISNA, Sc. 'F' and Head

नई दिल्ली, 5 मई, 2011

का.आ. 1368.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिए गये मानक(कों) में संशोधन किया गया/किए गए हैं :

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 713 : 1981-डाइकास्टिंग के लिए जस्ता मिश्रधातु के इंगट-विशिष्ट (दूसरा पुनरीक्षण)	संशोधन संख्या 1 अप्रैल, 2011	30-04-2011
2.	आईएस 742 : 1981-जस्ता मिश्रधातु की डाइकास्टिंग-विशिष्ट (दूसरा पुनरीक्षण)	संशोधन संख्या 1 अप्रैल, 2011	30-04-2011

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 9/टी-7, 9]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 5th May, 2011

S.O. 1368.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule here to annexed have been established on the date indicated against each :

## SCHEDULE

Sl. No.	No. and Title of the Indian Standard (s)	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 713 : 1981 Specification for zinc base alloy ingots for die casting (second revision)	Amendment no. 1 April 2011	30-04-2011
2.	IS 742 : 1981 Specification for zinc base alloy die casting (second revision)	Amendment no. 1 April 2011	30-04-2011

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch

Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, and Thiruvananthapuram.

[Ref: MTD 9/T-7 & 9]  
P. GHOSH, Sc 'F' & Head (Met Engg)

नई दिल्ली, 9 मई, 2011

का.आ. 1369.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

#### अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 10138 : 2010 पिटवाँ इस्पातों में अधात्वीय अन्तर्वेशन अंश ज्ञात करने की स्थूलदर्शी पद्धति (दूसरा पुनरीक्षण)	आई एस 10138 भाग (1) : 1992, आई एस 10138 भाग (2) : 1983 एवं आई एस 10138 भाग (3) : 1983	31 अक्टूबर, 2010

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 22/ टी-8]  
पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 9th May, 2011

S.O. 1369.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

#### SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 10138 : 2010 Macroscopic Methods for Determination of Non-Metallic Inclusion Content in Wrought Steels (Second Revision)	IS 10138(Pt 1) : 1992, IS 10138(Pt 2) : 1983 and IS 10138(Pt 3) : 1983	31 October 2010

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 22/T-8]  
P. GHOSH, Sc. 'F' & Head (MTD)

नई दिल्ली, 9 मई, 2011

का.आ. 1370.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिए गये मानक(कों) में संशोधन किया गया/किए गए हैं :

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक(कों) की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 10386 (भाग 9) : 1998 नदी घाटी परियोजना के प्रवाचलन और रख-रखाव की सुरक्षा संहिता : भाग 9 नहर तथा आर-पार जल निकास कार्य	संशोधन संख्या 1 अप्रैल, 2011	30 अप्रैल, 2011

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : डब्ल्यू आर डी 21/टी-9]

जे. सी. अरोड़ा, वैज्ञा. 'एफ' एवं प्रमुख (जल संसाधन वि.)

New Delhi, the 9th May, 2011

S.O. 1370.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

## SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 10386(Part 9) : 1998 Safety code for operation and maintenance of river valley projects : Part 9 Canals and cross drainage works	Amendment No. 1 April, 2011	30 April, 2011

Copy of this amendments is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 21/T-9]

J. C. ARORA, Sc. 'F' &amp; Head (Water Resources Deptt.)

नई दिल्ली, 10 मई, 2011

का.आ. 1371.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

## अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)

1.	आई एस 2026 (भाग 2) पॉवर ट्रांसफार्मर : भाग 2 तापमान वृद्धि (पहला पुनरीक्षण)	—	10 मई, 2011
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इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो; मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 16/टी-19]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 10th May, 2011

**S.O. 1371.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standard hereby notifies that the Indian Standard, particulars of which is given in the Schedule hereto annexed has been established on the indicated against each :

## SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 2026 (Part 2) : 2010 Power Transformers : Part 2 Temperature Rise (First Revision)	—	10 May, 2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 16/T-19]

R. K. TREHAN, Scientist 'E' &amp; Head (Electrotechnical)

नई दिल्ली, 10 मई, 2011

**का.आ. 1372.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक(कों) में संशोधन किया गया/किए गए हैं :

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 15627 : 2005 स्वचल वाहन - दुपहिया और तिपहिया मोटर वाहनों के लिए वातिल टायर - विशिष्ट	संशोधन संख्या 1, मई, 2011	9 मई, 2011
2	आई एस 15633 : 2005 स्वचल वाहन - सवारी कारों के लिए वातिल टायर - आड़ी और रेडियल प्लाई - विशिष्ट	संशोधन संख्या 2, अप्रैल, 2011	9 मई, 2011

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : टी ई डी/जी-16]

टी. वी. सिंह, वैज्ञानिक 'एफ' एवं प्रमुख (टी ई डी)

New Delhi, the 10th May, 2011

S.O. 1372.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

**SCHEDULE**

Sl. No.	No. year & title of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 15627 : 2005 Automotive vehicles - Pneumatic tyres for two and three - wheeled motor vehicles - Specification	Amendment No. 1, May, 2011	9 May, 2011
2	IS 15633 : 2005 Automotive vehicles - Pneumatic tyres for passenger car vehicles - Diagonal and radial ply— Specification	Amendment No. 2, April, 2011	9 May, 2011

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: TED/G-16]

T. V. SINGH, Scientist 'F' &amp; Head (Transport Engg.)

नई दिल्ली, 11 मई, 2011

का.आ. 1373.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वे स्थापित हो गए हैं :-

**अनुसूची**

क्रम सं.	स्थापित भारतीय मानक (को) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15882 : 2009 डिस्चार्ज लैम्प के लिए बैलास्ट (प्रतिदीप्त नलिकाकार लैम्प को छोड़कर) कार्यकारिता अपेक्षाएँ	आई एस 6616 : 1982	11 मई, 2011
2.	आई एस 15885 (भाग 1) : 2011 लैम्प नियंत्रणनियर की सुरक्षा भाग 1—सामान्य अपेक्षाएँ	-	11 मई, 2011

(1)	(2)	(3)	(4)
3.	आई एस 15885 (भाग 2/अनुभाग 1) : 2011 लैम्प नियंत्रणगियर की सुरक्षा भाग 2 विशेष अपेक्षाएँ अनुभाग 1 चालन उपकरण (ग्लो स्टार्टर को छोड़कर)	-	11 मई, 2011
4.	आई एस 15885 (भाग 2/अनुभाग 3) : 2011 लैम्प नियंत्रणगियर की सुरक्षा भाग 2 विशेष अपेक्षाएँ अनुभाग 3 प्रतिदीप्त लैम्प के लिए एसी आपूर्ति विद्युत बैलास्ट	-	11 मई, 2011
5.	आई एस 15885 (भाग 2/अनुभाग 8) : 2011 लैम्प नियंत्रणगियर की सुरक्षा भाग 2 विशेष अपेक्षाएँ अनुभाग 8 प्रतिदीप्त लैम्प के लिए बैलास्ट	-	11 मई, 2011
6.	आई एस 15885 (भाग 2/अनुभाग 9) : 2011 लैम्प नियंत्रणगियर की सुरक्षा भाग 2 विशेष अपेक्षाएँ अनुभाग 9 डिस्चार्ज लैम्प के बैलास्ट (प्रतिदीप्त लैम्प को छोड़कर)	-	11 मई, 2011
7.	आई एस 15906 : 2010 प्रतिदीप्त लैम्प में पारे का स्तर मापना	-	11 मई, 2011

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 23/टी-83, टी-85, टी-86, टी-87, टी-88, टी-89 व टी-95]  
आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 11th May, 2011

S.O. 1373.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

#### SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15882 : 2009 Ballasts for discharge lamps (Excluding tubular fluorescent lamps) Performance Requirements	IS 6616 : 1982	11 May, 2011
2.	IS 15885 (Part 1) : 2011 Safety of lamp controlgear : Part 1 General Requirements	—	11 May, 2011
3.	IS 15885 (Part 2/Sec 1) : 2011 Safety of lamp controlgear : Part 2 Particular Requirements, Sec 1 Starting devices (Other than glow starters)	—	11 May, 2011

(1)	(2)	(3)	(4)
4.	IS 15885 (Part 2/Sec 3) : 2011 Safety of lamp controlgear : Part 2 Particular Requirements, Sec 3 AC supplied electronic ballasts for fluorescent lamps	—	11 May, 2011
5.	IS 15885 (Part 2/Sec 8) : 2011 Safety of lamp controlgear : Part 2 Particular Requirements, Sec 8 Ballasts for fluorescent lamps	—	11 May, 2011
6.	IS 15885 (Part 2/Sec 9) : 2011 Safety of lamp controlgear: Part 2 Particular Requirements, Sec 9 Ballasts for discharge lamps (Excluding fluorescent lamps)	—	11 May, 2011
7.	IS 15906 : 2010 Measurement of mercury level in fluorescent lamps	—	11 May, 2011

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 23/T-83, T-85, T-86, T-87, T-88, T-89, T-95]

R. K. TREHAN, Scientist 'E' & Head (Electrotechnical)

नई दिल्ली, 12 मई, 2011

का.आ. 1374.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

#### अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नवे भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 4029 : 2010 तीन फेजी प्रेरण मोटर के परीक्षण की मार्गदर्शिका (पहला पुनरीक्षण)	-	12 मई, 2011

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 15/टी-13]

आर. के. त्रेहन, वैज्ञानिक 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 12th May, 2011

S.O. 1374.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which is given in the Schedule hereto annexed has been established on the indicated against each :

## SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 4029 : 2010 guide for testing three phase induction motors (First Revision)	—	12 May, 2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 15/T-13]

R. K. TREHAN, Scientist 'E' & Head (Electrotechnical)

नई दिल्ली, 13 मई, 2011

का.आ. 1375.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या वर्ष और शीर्षक	संशोधन संख्या और वर्ष	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1723 : 1973 सुअर के मांस के लिए विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल, 2011
2.	आई एस 1743 : 1973 नमक के घोल में डिब्बाबंद भेड़ और बकरी के मांस के लिए विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 4 वर्ष 2011	30 अप्रैल, 2011
3.	आई एस 1981 : 1978 पशु कैसिंग के लिए विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 3 वर्ष 2011	30 अप्रैल, 2011
4.	आई एस 2475 : 1979 धूमयित बैकन के लिए विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 3 वर्ष 2011	30 अप्रैल, 2011
5.	आई एस 2476 : 1963 हैम के लिए विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल, 2011
6.	आई एस 2536 : 1995 मांस एवं मांस उत्पाद - भेड़ और बकरी का मांस (शीथन) - ताजा, शीत और हिमीकृत - तकनीकी अपेक्षाएँ (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल, 2011
7.	आई एस 2537 : 1995 मांस एवं मांस उत्पाद - गौ और भैंस मांस - ताजा, शीत और हिमीकृत - तकनीकी अपेक्षाएँ (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल, 2011



(1)	(2)	(3)	(4)
8.	आई एस 3044 : 1973 रसेदार और डिब्बाबंद, भेड़ और बकरी के मांस के लिए विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 3 वर्ष 2011	30 अप्रैल 2011
9.	आई एस 3060 : 1979 डिब्बाबंद, सुअर के मांस के गुलमें के लिए विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 3 वर्ष 2011	30 अप्रैल 2011
10.	आई एस 3061 : 1979 ताजा, सुअर के मांस के गुलमें के लिए विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
11.	आई एस 4352 : 1967 डिब्बाबंद, लंचन सुअर के मांस के लिए विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
12.	आई एस 4723 : 1978 अंडा पाउडर के लिए विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
13.	आई एस 4950 : 1968 डिब्बाबंद, बैकन रैशर के लिए विशिष्ट	संशोधन संख्या 3 वर्ष 2011	30 अप्रैल 2011
14.	आई एस 4951 : 1975 डिब्बाबंद, हैम के लिए विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
15.	आई एस 5558 : 1970 चिकन अर्क के लिए विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
16.	आई एस 6557 : 1972 अखाद्य गुणवत्ता के एल्ब्यूमेन फ्लेक्स के लिए विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
17.	आई एस 10382 : 1982 खाद्य अंडा एल्ब्यूमेन पाउडर के लिए विशिष्ट	संशोधन संख्या 1 वर्ष 2011	30 अप्रैल 2011
18.	आई एस 10697 : 1983 नमक के घोल में डिब्बाबंद चिकन के लिए विशिष्ट	संशोधन संख्या 3 वर्ष 2011	30 अप्रैल 2011
19.	आई एस 11746 : 1986 डिब्बाबंद, लंचन गौमांस के लिए विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
20.	आई एस 11747 : 1986 डिब्बाबंद, कोर्नड गौमांस के लिए विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
21.	आई एस 11748 : 1986 खाद्य ग्रेड, मांस निष्कर्ष (गौमांस) के लिए विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
22.	आई एस 11771 : 1986 सूप स्टॉक माध्यम (गौमांस) के लिए विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
23.	आई एस 12542 : 1988 मांस एवं मांस उत्पाद - डिब्बाबंद हैम, कोमा - विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
24.	आई एस 12543 : 1988 मांस एवं मांस उत्पाद - कुक्कुट उत्पाद - डिब्बाबंद अंडा करी - विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
25.	आई एस 12561 : 1988 कुक्कुट उत्पाद - बटेर के अंडे का अचार - विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011
26.	आई एस 13165 : 1991 मांस एवं मांस उत्पाद - मटन बिरयानी (डिब्बाबंद) - विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011

(1)	(2)	(3)	(4)
27.	आई एस 13400 : 1992 मांस एवं मांस उत्पाद - चूजा गुलमा - विशिष्ट	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल 2011

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 13th May, 2011

**S.O. 1375.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against each :

#### SCHEDULE

SI No.	No. & Year of the Indian Standards	No. & Year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1723 : 1973 Specification for Pork (First Revision)	Amendment No.2 Year 2011	30 April 2011
2.	IS 1743 : 1973 Specification for Mutton and Goat Meat Canned in Brine (First Revision)	Amendment No.4 Year 2011	30 April 2011
3.	IS 1981 : 1978 Specification for Animal Casings (First Revision)	Amendment No.3 Year 2011	30 April 2011
4.	IS 2475 : 1979 Specification for Smoked Bacon (First Revision)	Amendment No.3 Year 2011	30 April 2011
5.	IS 2476 : 1963 Specification for Ham	Amendment No.2 Year 2011	30 April 2011
6.	IS 2536 : 1995 Meat and Meat Products - Mutton and Goat Meat (Chevon) - Fresh, Chilled and Frozen - Technical Requirements (First Revision)	Amendment No.2 Year 2011	30 April 2011
7.	IS 2537 : 1995 Meat and Meat Products - Beef and Buffalo Meat - Fresh, Chilled and Frozen - Technical Requirements (First Revision)	Amendment No.2 Year 2011	30 April 2011
8.	IS 3044 : 1973 Specification for Mutton and Goat Meat, Curried and Canned (First Revision)	Amendment No.3 Year 2011	30 April 2011
9.	IS 3060 : 1979 Specification for Pork Sausages, Canned (First Revision)	Amendment No.3 Year 2011	30 April 2011
10.	IS 3061 : 1979 Specification for Pork Sausages, Fresh (First Revision)	Amendment No.2 Year 2011	30 April 2011
11.	IS 4352 : 1967 Specification for Pork Luncheon Meat, Canned	Amendment No.2 Year 2011	30 April 2011
12.	IS 4723 : 1978 Specification for Egg Powder (First Revision)	Amendment No.2 Year 2011	30 April 2011

(1)	(2)	(3)	(4)
13.	IS 4950: 1968 Specification for Bacon Rashers, Canned	Amendment No.3 Year 2011	30 April 2011
14.	IS 4951: 1975 Specification for Ham, Canned (First Revision)	Amendment No.2 Year 2011	30 April 2011
15.	IS 5558 : 1970 Specification for Chicken Essence	Amendment No.2 Year 2011	30 April 2011
16.	IS 6557 : 1972 Specification for Albumen Flakes, Non-Edible Quality	Amendment No.2 Year 2011	30 April 2011
17.	IS 10382 : 1982 Specification for Edible Egg Albumen Powder	Amendment No.1 Year 2011	30 April 2011
18.	IS 10697 : 1983 Specification for Chicken Canned in Brine	Amendment No.3 Year 2011	30 April 2011
19.	IS 11746 : 1986 Specification for Luncheon Beef, Canned	Amendment No.2 Year 2011	30 April 2011
20.	IS 11747 : 1986 Specification for Corned Beef, Canned	Amendment No.2 Year 2011	30 April 2011
21.	IS 11748 : 1986 Specification for Meat Extract (Beef), Food Grade	Amendment No.2 Year 2011	30 April 2011
22.	IS 11771 : 1986 Specification for Soup Stock Medium (Beef)	Amendment No.2 Year 2011	30 April 2011
23.	IS 12542 : 1988 Meat and Meat Products - Canned Ham, Minced - Specification	Amendment No.2 Year 2011	30 April 2011
24.	IS 12543 : 1988 Meat and Meat Products - Poultry Products - Canned Egg Curry - Specification	Amendment No. 2 Year 2011	30 April 2011
25.	IS 12561 : 1988 Poultry Products - Pickled Quail Eggs - Specification	Amendment No.2 Year 2011	30 April 2011
26.	IS 13165: 1991 Meat and Meat Products - Mutton Biryani (Canned) - Specification	Amendment No.2 Year 2011	30 April 2011
27.	IS 13400 : 1992 Meat and Meat Products - Chicken Sausages - Specification	Amendment No.2 Year 2011	30 April 2011

Copy of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi - 110002 and Regional Offices: New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: FAD/G-128]

Dr. R.K. BAJAJ, Scientist F and Head (Food & Agri.)

नई दिल्ली, 16 मई, 2011

का.आ. 1376.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

#### अनुसूची

क्रम सं.	स्थापित भारतीय मानक की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	आई एस 15930 (भाग 1) : 2010 उत्तम कृषि व्यवहार रीतियों की अपेक्षाएँ - भारत गैप : भाग 1 फसल आधारित	-	30 अप्रैल 2011

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक एफ एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 16th May, 2011

**S.O. 1376.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against it :

**SCHEDULE**

Sl. No.	No. & Year of the Indian Standard Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
1.	IS 15930 (Part 1) : 2010 Requirements for Good Agricultural Practices — India GAP : Part 1 Crop Base	—	30 April 2011

Copy of this Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: FAD/G-128]

Dr. R. K. BAJAJ, Scientist F &amp; Head (Food &amp; Agri)

नई दिल्ली, 16 मई, 2011

**का.आ. 1377.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक(कों) में संशोधन किया गया/किए गए हैं :

**अनुसूची**

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 996 : 2009 सामान्य प्रयोजन के लिए एक फेज्जी ए सी प्रेरण मोटरें (तीसरा पुनरीक्षण)	01, जून 2011	01-06-2011

इस भारतीय संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 15/टी-3]

आर. के. ब्रेहन, वैज्ञा. 'ई' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 16th May, 2011

**S.O. 1377.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendments to the Indian Standards, particulars of which is given in the Schedule hereto annexed have been issued :

## SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 996 : 2009 Single Phase a.c. Induction Motors for General Purpose (Third Revision)	01 June, 2011	01-06-2011

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: ET 15/T-3]

R. K. TREHAN, Scientist 'E' &amp; Head (Electrotechnical)

नई दिल्ली, 16 मई, 2011

का.आ. 1378.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं :—

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन संख्या और वर्ष	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1504 : 1996 मधुमोम अपरिष्कृत तथा परिष्कृत - विशिष्ट (तीसरा पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2011	30 अप्रैल, 2011
2.	आई एस 2072 : 1977 मधुकोष फॉउन्डेशन शीटों की विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2011	30 अप्रैल, 2011
3.	आई एस 4941 : 1994 शहद - विशिष्ट (दूसरा पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2011	30 अप्रैल, 2011
4.	आई एस 4446 भाग 1 : 2008 क्लोरोफिल खाद्य ग्रेड - विशिष्ट (मैग्नेसियम कॉम्प्लेक्स) (दूसरा पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2011	30 अप्रैल, 2011
5.	आई एस 4446 भाग 2 : 2008 क्लोरोफिल खाद्य ग्रेड - विशिष्ट (कापर कॉम्प्लेक्स) (दूसरा पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2011	30 अप्रैल, 2011
6.	आई एस 9605 : 1992 अल्फा एमिलेज खाद्य ग्रेड - विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2011	30 अप्रैल, 2011

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक एफ एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 16th May, 2011

S.O. 1378.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

**SCHEDULE**

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Amendment	Date from which the Amendment shall have effect
1.	IS 1504 : 1996 Beeswax, crude and refined - Specification (Third revision)	Amendment No.2 Year 2011	30 April, 2011
2.	IS 2072 : 1977 Specification for comb foundation sheets (First revision)	Amendment No.1 Year 2011	30 April, 2011
3.	IS 4941 : 1994 Extracted Honey - Specification (Second revision)	Amendment No.1 Year 2011	30 April, 2011
4.	IS 4446 (Part 1) : 2008 Chlorophyll, Food grade - Specification Part 1 Magnesium complex (Second revision)	Amendment No.1 Year 2011	30 April, 2011
5.	IS 4446 (Part 2) : 2008 Chlorophyll, Food grade - Specification Part 2 Copper complex (Second revision)	Amendment No.1 Year 2011	30 April, 2011
6.	IS 9605 : 1992 Alpha amylase, Food grade - Specification (First revision)	Amendment No.1 Year 2011	30 April, 2011

Copy of this standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi - 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: FAD/G-128]

Dr. R.K. BAJAJ, Scientist F and Head (Food &amp; Agri.)

नई दिल्ली, 19 मई, 2011

का.आ. 1379.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

**अनुसूची**

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
1.	आई एस 15959 - 2011 विद्युत मीटर रीडिंग, शुल्क और लोड नियंत्रण के लिए आंकड़ों का विनिमय - सहयोगी विशिष्टि	-	19-05-2011

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 13/टी-45]

आर. के. त्रेहन, वैज्ञा. ई एवं प्रमुख (विद्युत एवं तकनीकी)

New Delhi, the 19th May, 2011

S.O. 1379.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :

**SCHEDULE**

Sl. No.	No. & Year of the Indian Standard	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
1.	IS 15959 : 2011 Data exchange for electricity meter reading, tariff and load control - companion specification	—	19-05-2011

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 09/T-45]

R. K. TREHAN, Scientist E &amp; Head (Electrical)

नई दिल्ली, 19 मई, 2011

का.आ. 1380.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक(कों) में संशोधन किया गया/किए गए हैं :

**अनुसूची**

क्रम सं.	संशोधित भारतीय मानक की संख्या, और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 11973 : 1986 - बांधों के तटबंधों के लिए पाषाणों की नींव, पाषाणों के जोड़ से कोर एवं अंत्याधार के उपचार की आचार संहिता	संशोधन संख्या 1, मार्च, 2011	31 मार्च, 2011
2	आई एस 12584 : 1989 - सिविल इंजीनियरिंग के कार्यों में ग्राउटिंग के लिए बेन्टोनाइट - विशिष्ट	संशोधन संख्या 1, मार्च, 2011	31 मार्च, 2011

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्लू आर डी 08/टी-7 और टी-8]

जे. सी. अरोड़ा, वैज्ञा. 'एफ' एवं प्रमुख (जल संसाधन विभाग)

New Delhi, the 19th May, 2011

S.O. 1380.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

## SCHEDULE

Sl. No.	No. Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 11973 : 1986 Code of practice for treatment of rock foundations, core and abutment contacts with rock, for embankment dams	Amendment No. 1, March, 2011	31-3-2011
2	IS 12584 : 1989 Bentonite for grouting in civil engineering works -engineering works specification	Amendment No. 1, March, 2011	31-3-2011

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 08/T-7 & T-8]

J. C. ARORA, Sc. 'F' & Head (Water Resources Deptt.)

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 18 मई, 2011

का.आ. 1381.—भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में मैसर्स गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइन बिछाने के लिये उक्त अधिनियम के अधीन संलग्न सूची के कालम (1) में वर्णित व्यक्ति को कालम (2) में वर्णित क्षेत्र में सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त करती है।

## अनुसूची

व्यक्ति का नाम और पता	अधिकारिता का क्षेत्र
(1)	(2)
श्रीमति वैशाली राज चव्हाण, उपजिलाधिकारी एवं सक्षम प्राधिकारी मैसर्स गेल (इण्डिया) लिमिटेड, महाराष्ट्र में प्रतिनियुक्ति पर	सम्पूर्ण महाराष्ट्र राज्य

[फा. सं. एल-14014/36/11-जी. पी.]

के. के. शर्मा, अवर सचिव

## MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 18th May, 2011

S.O. 1381.—Whereas, in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby authorizes the person mentioned in column (1) of the schedule given below to perform the functions of the Competent Authority under the said Act for laying pipelines by the said M/s GAIL (India) Limited in the area mentioned in column (2) of the said schedule.



**SCHEDULE**

Name and Address of the person	Area of Jurisdiction
(1)	(2)
Shrimati Vaishali Raj Chavan, Deputy Collector & Competent Authority, On deputation basis to M/s. GAIL (India) Limited, Maharashtra	Whole State of Maharashtra

[F.No. L-14014/36/11-GP.]  
K. K. SHARMA, Under Secy.

नई दिल्ली, 19 मई, 2011

का.आ. 1382.—भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में मैसर्स गेल (इण्डिया) लिमिटेड द्वारा पाइपलाइन बिछाने के लिये उक्त अधिनियम के अधीन संलग्न सूची के कालम (1) में वर्णित व्यक्ति को कालम (2) में वर्णित क्षेत्र में सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए नियुक्त करती है।

**अनुसूची**

व्यक्ति का नाम और पता	अधिकारिता का क्षेत्र
(1)	(2)
श्री पी. एम. नलिनी, उपजिलाधिकारी एवं सक्षम प्राधिकारी मैसर्स गेल (इण्डिया) लिमिटेड, में प्रतिनियुक्ति पर	सम्पूर्ण केरल राज्य

[ फा. सं. एल-14014/35/11-जी. पी. ]  
के. के. शर्मा, अवर सचिव

New Delhi, the 19th May, 2011

S.O. 1382.—Whereas, in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Government of India hereby authorizes the person mentioned in column (1) of the schedule given below to perform the functions of the Competent Authority under the said Act for laying pipelines by the said M/s GAIL (India) Limited in the area mentioned in column (2) of the said schedule.

**SCHEDULE**

Name and Address of the person	Area of Jurisdiction
(1)	(2)
Shrimati P. M. Nalini, Deputy Collector & Competent Authority, On deputation basis to M/s. GAIL (India) Limited,	Whole State of Kerala

[F.No. L-14014/35/11-GP.]  
K. K. SHARMA, Under Secy.

नई दिल्ली, 16 मई, 2011

का. आ. 1383.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु में तिरुतनी के पास विजयवाडा-नैल्लोर-चैन्नई पाइपलाइन के टर्मिनल प्वाइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा चैन्नई-ट्यूटीकोरिन पाइपलाइन बिछाई जानी चाहिए;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री एस. राजामनिक्कम, सक्षम प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, नं. 9डी/6डी, रामकृष्णापुरम, पील्लैयार कोवील के सामने, करूर - 639001, तमिलनाडु राज्य को लिखित रूप में आक्षेप भेज सकेगा।

### अनुसूची

तालुक : आत्तुर		जिला : सेलम		राज्य : तमिलनाडु		
गाँव का नाम	सर्वे सं./ सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल				
		हेक्टेयर	एयर	सि. एयर		
1	2	3	4	5		
1) लक्ष्मणसमुद्रम	1	00	05	20		
2) उदयमपट्टि	1	00	01	85		
3) चैक्कनतापुरम	40	00	46	19		
	48	00	52	44		
	सर्वे न. 49 में रास्ता	00	35	54		
	सर्वे न. 34 में रास्ता	00	36	95		
	32	00	59	22		
	सर्वे न. 31 में नाला	00	03	84		
	54	00	29	16		
	74	00	40	76		
	सर्वे न. 134 में रास्ता	00	04	64		
	133	00	57	34		
131	00	38	28			
130	00	31	17			
129	00	31	23			

1	2	3	4	5
	145	00	14	13
	147	00	33	86
	148	00	28	09
	सर्वे न. 141 में नाला	00	65	17
	140	00	08	40
तालुक : इन्डिगल	जिला : इन्डिगल	राज्य : तमिलनाडु		
1) पिल्लयारनाथम	60	00	00	27
	61	00	20	21
	36	00	28	83

[ फा सं. एल. - 14014/28/2011-जी.पी. ]

के. के. शर्मा, अवर सचिव

New Delhi, the 16th May, 2011

S. O. 1383.— Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from terminal point of Vijayawada – Nellore – Chennai pipeline near Tiruttani in TamilNadu to consumers in various parts of the country, Chennai - Tuticorin pipeline should be laid by M/s Relogistics Infrastructure Limited;

And, whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of this notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the pipeline under the land to Shri S.Rajamanickam, Competent Authority, Relogistics Infrastructure Limited, No. 9D/6D Ramakrishnapuram, Opp.Pillayar Kovil, Karur – 639 001, Tamil Nadu State.

**Schedule**

Taluk:Attur		District:Salem		State:Tamil Nadu	
Village	Survey No./Sub-Division	Area to be acquired for RoU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Lakshmanasamudram	1	00	05	20	
2) Udayampatti	1	00	01	85	
3) Chokkanathapuram	40	00	46	19	
	48	00	52	44	
	Road in Survey No. 49	00	35	54	
	Road in Survey No. 34	00	36	95	
	32	00	59	22	
	Nala in Survey No. 31	00	03	84	
	54	00	29	16	
	74	00	40	76	
	Road in Survey No. 134	00	04	64	
	133	00	57	34	
	131	00	38	28	
	130	00	31	17	
	129	00	31	23	
	145	00	14	13	
	147	00	33	86	
	148	00	28	09	
	Nala in Survey No. 141	00	65	17	
	140	00	08	40	

Taluk:Dindigul		District:Dindigul		State:Tamil Nadu	
1) Pillayarnatham	60	00	00	27	
	61	00	20	21	
	36	00	28	83	

[F. No. L-14014/28/2011-G.P.]  
K. K. SHARMA, Under Secy.

नई दिल्ली, 16 मई, 2011

का. आ. 1384.— भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएन्स इंडस्ट्रीज लिमिटेड के आन्ध्र प्रदेश के पूर्वी तट पर ऑनशोर टर्मिनल से प्राकृतिक गैस के परिवहन के लिए काकीनाडा- वासुदेवपुर-हावडा ट्रंक गैस पाइपलाइन की टैप ऑफ फैसिलिटी, जो आन्ध्र प्रदेश में विशाखपटनम जिले के जंगलुरु वेलापालेम गाँव में स्थित है, से मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा एक स्पेर पाइपलाइन बिछाई जानी चाहिए ;

और, भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि, उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उप-धारा (1) के अधीन जारी की गई अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन विछाए जाने के लिए उपायोग के अधिकार के अर्जन के संबंध में श्री एस.बी.ए.सीतारामराजु, सक्षम प्राधिकारी, रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड, प्लॉट नं० एम.आइ.जी 308, डोर नं० 39-33-18, वुडा लेअवुट, आर.टी.ओ कार्यालय के सामने, माधवधारा, विशाखपटनम - 530018, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

### अनुसूची

मंडल/ तेहसिल/ तालुक : परवाडा	जिला : विशाखापटनम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि.एयर
1	2	3	4	5
1) पायकारावबोनांगी	443	00	01	14
	445/9	00	02	37
	445/7	00	05	62
	445/1	00	00	10
	445/6	00	03	89
	445/5	00	00	17
	445/2	00	03	10
	445/3	00	03	81
	445/4	00	04	87
	447	00	00	85
	446/1	00	05	12
	448/2	00	02	26
	448/4	00	01	28
	448/3	00	02	33
	448/5	00	00	24
	448/6	00	02	79
	448/7	00	02	34
	448/8	00	00	82
	448/20	00	13	47
	449/3	00	00	43
	448/19	00	01	47
	448/18	00	00	93
	448/17	00	01	05
	449/2	00	01	15
	449/6	00	01	14
	449/1	00	02	64
	450/1	00	06	54
	438/20	00	04	43
	438/21	00	06	19
	451/1	00	05	14
	451/2	00	06	54
	437/15	00	02	32
	437/16	00	05	60

1	2	3	4	5
1) पायकाराबबोनांगी (निरंतर)	454	00	00	48
	455	00	09	40
	474/1	00	00	10
	474/6	00	00	10
	473/2 2	00	00	75
	473/13	00	03	77
	473/14	00	03	48
	473/12	00	01	76
	473/15	00	00	18
	473/16	00	00	14
	473/17	00	00	10
	473/18	00	06	71
	473/20	00	07	73
	473/21	00	00	17
	482	00	07	93
	483/6	00	01	89
	483/19	00	10	32
	483/18	00	00	26
	483/10	00	00	17
	483/16	00	02	39
	483/11	00	00	89
	483/15	00	01	16
	483/12	00	06	36
	483/17	00	00	10
	486/1	00	01	62
	486/4	00	00	88
	486/5	00	00	44
	487/10	00	02	37
	487/11	00	01	03
	487/12	00	01	18
	487/13	00	01	46
	498/1	00	04	73
	498/2	00	03	37
	497/17	00	01	32
	498/4	00	05	69
	498/3	00	04	07
	498/5	00	00	10
	499/15	00	00	96
	497/20	00	00	36
	499/10	00	02	67
	499/1	00	01	47
	499/2	00	01	20
	499/3	00	01	21
	499/4	00	04	29

1	2	3	4	5
1) पायकारावबोनांगी (निरंतर)	499/11	00	00	10
	497/22	00	00	25
	499/5	00	02	94
	500/9	00	01	39
	500/8	00	01	87
	500/10	00	01	07
	500/12	00	05	20
	501	00	12	17
	502/9	00	00	48
	502/8	00	03	20
	502/5	00	05	38
	502/6	00	00	10
	502/4	00	04	78
	502/3	00	04	58
	502/2	00	05	17
	502/1	00	03	32
	503/7	00	02	46
	503/8	00	00	12
	503/6	00	11	25
	503/4	00	02	00
	503/3	00	01	44
	503/2	00	08	73
	503/11	00	00	10
	504/2	00	03	47
	518	00	05	69
	504/4	00	01	81
	504/6	00	03	45
	504/5	00	04	18
	511/13	00	03	93
	511/7	00	00	16
	511/9	00	07	49
	511/11	00	01	01
	511/10	00	05	63
	511/8	00	04	76
	510/22	00	00	10
	510/23	00	01	86
	510/25	00	08	48
	510/24	00	06	96
	512	00	10	17
	514/2	00	00	20

1	2	3	4	5
1) पायकारावबोनांगी (निरंतर)	514/1	00	01	55
	513	00	00	16

[ फा सं. एल. -14014/29/2011-जी.पी. ]

के. के. शर्मा, अवर सचिव

New Delhi, the 16th May, 2011

S. O. 1384.— Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited, a spur pipeline from the tap-off facility of Kakinada-Basudebpur-Howrah trunk gas pipeline at Janguluru Velampalem village in Visakhapatnam District of the State of Andhra Pradesh should be laid by M/s Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of the Right of User therein for laying the spur pipeline under the land to Shri S.B.A.Seetharama Raju, Competent Authority, Relogistics Infrastructure Limited, Plot No. MIG-308, D.No: 39-33-18, VUDA Layout, Near R.T.O. Office, Madhavadhara, Visakhapatnam -530018, Andhra Pradesh State.



**Schedule**

Mandal/Tehsil/Taluk:Paravada		District: Visakhapatnam		State:ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for ROU			
		Hec	Are	C-Are	
1	2	3	4	5	
1) Payakarao Bonangi	443	00	01	14	
	445/9	00	02	37	
	445/7	00	05	62	
	445/1	00	00	10	
	445/6	00	03	89	
	445/5	00	00	17	
	445/2	00	03	10	
	445/3	00	03	81	
	445/4	00	04	87	
	447	00	00	85	
	446/1	00	05	12	
	448/2	00	02	26	
	448/4	00	01	28	
	448/3	00	02	33	
	448/5	00	00	24	
	448/6	00	02	79	
	448/7	00	02	34	
	448/8	00	00	82	
	448/20	00	13	47	
	449/3	00	00	43	
	448/19	00	01	47	
	448/18	00	00	93	
	448/17	00	01	05	
	449/2	00	01	15	
	449/6	00	01	14	
	449/1	00	02	64	
	450/1	00	06	54	
	438/20	00	04	43	
	438/21	00	06	19	
	451/1	00	05	14	
	451/2	00	06	54	
	437/15	00	02	32	
	437/16	00	05	60	
	454	00	00	48	
	455	00	09	40	
	474/1	00	00	10	
	474/6	00	00	10	

1	2	3	4	5
1) Payakarao Bonangi (Contd)	473/22	00	00	75
	473/13	00	03	77
	473/14	00	03	48
	473/12	00	01	76
	473/15	00	00	18
	473/16	00	00	14
	473/17	00	00	10
	473/18	00	06	71
	473/20	00	07	73
	473/21	00	00	17
	482	00	07	93
	483/6	00	01	89
	483/19	00	10	32
	483/18	00	00	26
	483/10	00	00	17
	483/16	00	02	39
	483/11	00	00	89
	483/15	00	01	16
	483/12	00	06	36
	483/17	00	00	10
	486/1	00	01	62
	486/4	00	00	88
	486/5	00	00	44
	487/10	00	02	37
	487/11	00	01	03
	487/12	00	01	18
	487/13	00	01	46
	498/1	00	04	73
	498/2	00	03	37
	497/17	00	01	32
	498/4	00	05	69
	498/3	00	04	07
	498/5	00	00	10
	499/15	00	00	96
	497/20	00	00	36
	499/10	00	02	67
	499/1	00	01	47
	499/2	00	01	20
	499/3	00	01	21
	499/4	00	04	29

1	2	3	4	5
1) Payakarao Bonangi (Contd)	499/11	00	00	10
	497/22	00	00	25
	499/5	00	02	94
	500/9	00	01	39
	500/8	00	01	87
	500/10	00	01	07
	500/12	00	05	20
	501	00	12	17
	502/9	00	00	48
	502/8	00	03	20
	502/5	00	05	38
	502/6	00	00	10
	502/4	00	04	78
	502/3	00	04	58
	502/2	00	05	17
	502/1	00	03	32
	503/7	00	02	46
	503/8	00	00	12
	503/6	00	11	25
	503/4	00	02	00
	503/3	00	01	44
	503/2	00	08	73
	503/11	00	00	10
	504/2	00	03	47
	518	00	05	69
	504/4	00	01	81
	504/6	00	03	45
	504/5	00	04	18
	511/13	00	03	93
	511/7	00	00	16
	511/9	00	07	49
	511/11	00	01	01
	511/10	00	05	63
	511/8	00	04	76
	510/22	00	00	10
	510/23	00	01	86
	510/25	00	08	48
	510/24	00	06	96
	512	00	10	17
	514/2	00	00	20
	514/1	00	01	55
	513	00	00	16

[F. No. L-14014/29/2011-G.P.]

K. K. SHARMA, Under Secy.

**श्रम और रोजगार मंत्रालय**

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1385.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 187/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/140/2002-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 25th April, 2011

S.O. 1385.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947); the Central Government hereby publishes the award (Ref. No. 187/2002) of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workmen, received by the Central Government on 21-4-2011.

[No. L-12012/140/2002-IR (B-I)]

RAMESH SINGH, Desk Officer

**ANNEXURE**

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,  
CHANDIGARH**

**Case I. D. No. 187/2002**

Shri Rajinder Singh, C/o Shri Subhash Karkra, 2124/3  
Opposite Ram Lila Ground, Ragho Majra, Patiala

....Applicant

**Versus**

The Assistant General Manager, State Bank of Patiala, The  
Mall, Patiala

...Respondent

**APPEARANCES:**

For the Workman : Shri Hazara Singh

For the Management : Shri N. K. Zakmi

**AWARD**

(Passed on 8-3-2011)

Government of India, Ministry of Labour and  
Employment vide notification No. L-12012/140/2002-

IR(B-I) dated 13-9-2002, referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the management of State Bank of Patiala in awarding the punishment or dismissal from services of Sh. Rajinder Singh S/o Sh. Balwant Singh, Cashier-cum-Godown Keeper, w.e.f. 31-7-98 is justified? If not, what relief the workman is entitled and from which date?"

After receiving reference parties were informed. Parties appeared and filed their respective pleadings and evidence. The case of the workman in nutshell is that he joined the service of the respondent-Bank as a Peon w.e.f. 12-6-1985 and was promoted as Cashier-cum-Godown Keeper in the year 1992. He was dismissed from the service illegally on 30-7-1998. No doubt an enquiry was conducted against him but that was against the principle of natural justice. No opportunity of hearing was given to him and the Enquiry Officer has not considered the evidence particularly the evidence of Smt. Angrez Kaur properly. The management appeared and opposed the claim of the workman by filing written statement. In its written statement, the management contended that all possible opportunity of being heard was given to the workman and there had been no violation of any rules of principles of natural justice during the departmental proceedings.

The issue of fairness of enquiry was decided as a primary issue. Vide order dated 11-8-2009, it was held by this Tribunal that a fair and proper enquiry was conducted by Enquiry Officer and there had been no violation of any rules and principles of natural justice while conducting the enquiry. Vide the said order both of the parties were afforded the opportunity for adducing evidence on perversity in decision making during departmental proceedings and on quantum of punishment. The evidence of both of the parties were recorded. Entire enquiry file is also on record. I have to decide the issue of perversity in decision making and whether the punishment awarded was proportionate to the committed misconduct. The workman was charge-sheeted as follows :—

"While working as Cashier-cum-Godown Keeper at out Nabha Branch, you are alleged to have committed certain acts of misconduct for which you are served with the following charge-sheet.

I. That you received that cash payment of following Saving Bank withdrawal forms from the Teller by identifying the signature of the drawer on the back thereof.

The signature of the account holder on the withdrawal form were later on found to be forged one. You thus committed a fraud of Rs. 11,100 from the said Saving Bank Account.

Date of withdrawal form	Amount	Name of the Account holder	S.B.Account
18-11-1996	Rs. 1800	Sh. Gurnam Singh	6510
11-11-1996	Rs. 1200	-do-	-do-
2-11-1996	Rs. 1000	-do-	-do-
8-10-1996	Rs. 5000	-do-	-do-
17-9-1996	Rs. 2100	-do-	-do-
	Rs. 11,100	-do-	-do-

2. That you also received the payment of the following Saving Bank withdrawal forms from the Teller/Cashier where the signature of the account holder on

the front and back thereof are reported to be forged one. You thus committed a fraud of Rs. 18,2001 with the bank.

Sr. No.	Date of withdrawal form	Amt. of withdrawal form	S.B. A/C. No.	Name of the A.C. Holder	Paid by
1.	23-11-96	Rs.12,000	12664	Smt. Angrez	Cashier
2.	17-12-96	Rs.2,600	12664	-do-	Teller
3.	4-9-1996	Rs.2,000	6510	Sh. Gurnam	-do-
4.	10-09-96	Rs.600	-do-	-do-	-do-
5.	19-10-96	Rs.1,000	-do-	-do-	-do-

3. That you issues a draft No.191335 dated 6-5-1996 for Rs.1 0,000- favouring M/s. Hargur Finance Private Ltd., payable at Patiala by debiting Rs. 10,020 to the Saving Bank Account No. 6510 of Sh. Gurnam Singh and delivered the draft to M/s. Hargur Finance Pvt., Ltd. Patiala for credit to your account with them. Thus you fraudulently mis-appropriated a sum of Rs. 10,000 by unauthorizedly debiting the Saving Bank Account of Sh. Gurnam Singh.

The aforesaid act on your part amount to gross misconduct in terms of clause 19.5.(J) of Bipartite Settlement 1996, read with the provisions of Sastri/Desai Awards and subsequent Bipartite Settlement.

Please submit your reply to the above charges within 10 days from the receipt of this letter failing which it will be presumed that you have no defence to offer and the matter will be proceeded with further.

Please acknowledge your receipt and furnish us your address for further correspondence."

To prove the charges levelled against the workman, Enquiry Officer recorded the evidence of eight witnesses including Smt. Angrez Kaur and Sh. Gurnam Singh. Smt. Angrez Kaur and Sh. Gurnam Singh are the persons from whose accounts amount mentioned in the charge-sheet was said to be mis-appropriated. Rest of the witnesses are employees of the bank and the hand-writing expert. If the entire evidence is taken cumulatively, it clearly established that workman and the workman only has mis-appropriated the amount after receiving the same on behalf of Smt. Angrez Kaur and Sh. Gurnam Singh. There is no

doubt in the evidence of Sh. Gurnam Singh. He himself has stated in his evidence on oath that he has not put any signatures on the vouchers in question. The workman has only challenged the decision making of Enquiry Officer on the basis of evidence of Smt. Angrez Kaur. I have also gone through the evidence of Smt. Angrez Kaur. She has admitted to make complaint for fraudulently withdrawal amount mentioned in charge-sheet from her account. But, she thereafter, stated that as Sh. Rajinder Singh has deposited the amount she has no complaint against him. During cross-examination she also admitted her signature on the vouchers by which the amounts in question were received.

Circumstances speaks themselves. Smt. Angrez Kaur has given the contradictory evidence. On the one hand she has stated that she had made a complaint for fraudulently withdrawal of amount but thereafter she become half-hostile by admitting her signatures on the voucher and by stating that she has no complaint against the workman. The reason for withdrawal of complaint against the workman has been stated as the deposition of amount by the workman. It is the settled principle of evidence that the particular sentence out of the entire evidence has not to be relied upon. The complete evidence has to be considered and the inference drawn. If complete evidence of Smt. Angrez Kaur is taken into consideration along with other seven witnesses and the two witnesses in defence, it is evidently clear that all the three charges are proved against the workman. Thus, there is no

perversity in decision making by Enquiry Officer during departmental proceedings. There is no occasion for this Tribunal to interfere in the decision making of Enquiry Officer.

The next question arises whether the punishment awarded to workman is proportionate to committed misconduct? The charges against the workman are regarding misappropriation of Rs. 11000, 18,200 and 10,000 in different transactions. The charges have been established beyond doubt. Bank is the financial institution which requires the dignity and integrity of its employees of highest standard. It cannot be compromised. If the dignity and integrity of the employees of the bank is compromised the public is bound to lose the faith in the banking institution which will be fatal for its business. Accordingly, the disciplinary authority has rightly shown the way out to the workman from the bank. In my opinion punishment awarded to the workman is proportionate to committed misconduct and there is no scope for this Tribunal to interfere in the punishment awarded to the workman. This reference is accordingly answered. Let Central Government be approached for publication of award and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1386.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 99/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/212/2005-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 25th April, 2011

S.O. 1386.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 99/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, received by the Central Government on 13-4-2011.

[No. L-12012/212/2005-IR (B-1)]

RAMESH SINGH, Desk Officer

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NAGPUR

No. 99/2007

Call on 7-4-2011 for orders.

**Petitioner/  
Party No. 1**

The Asstt. General Secretary, State Bank  
Karamchari Sena, C/o State Bank of India, Main  
Branch, S.V. Patel Marg, Kingsway, Nagpur

**Versus**

**Respondent/  
Party No. 2**

(a) The General Manager,  
State Bank of India,  
Personnel Department, 16th floor,  
Corporate Centre, Madam Cama Road,  
P. B. No. 12, Mumbai-21.

(b) The Deputy General Manager,  
State Bank of India, Zonal Office,  
S.V. Patel Marg, Kingsway,  
Nagpur.

## ORDER

(Dated: 7th April, 2011)

This is a reference made by the Central Government for adjudication of the industrial dispute between the employers in relation to the management of State Bank of India, Regional Office ("SBI" in short) and their workmen through their union to the Central Government Industrial Tribunal, Nagpur as per letter No. L-12012/212/2005-IR (B-1) dated 3-12-2007, with the following schedule:-

"Whether rejecting the cases of compassionate appointment on the newly adopted ground of quantum of retiral benefits is justified? If not, what relief the dependants of the deceased are entitled to?"

2. This order arises out of the petition, filed by the Party No. 2, management of State Bank of India for dismissal of the reference.

3. The case of the Party No. 2 is that the Party No. 1, union has challenged the action of the Bank in rejecting the case of appointment on compassionate ground of the son of deceased M.G. Dhakate, who was the employee of the Bank and the reference in question is not a dispute between the employer and the workman, but, it is a dispute between the legal heir of deceased employee and the employer of the deceased employee and as per the definitions contained in the Industrial Disputes Act, 1947 ("the Act" in short) in respect of "Industrial Dispute", "workman" and "dismissal etc", as given in Section 2(k), 2(s) and 2(A) of the Act respectively, it is clear that any

dispute or difference between the workman and the employer in connection with the employment or non-employment or terms of employment or conditions of labour will become industrial dispute and the definition of "industrial dispute" does not include the dispute between the legal heir of the workman and the employer as an industrial dispute and the definition of "workman" also does not provide that the legal heir of the workman would be covered with the definition of workman and as such, any dispute raised by the legal heir of the workman would not constitute an industrial dispute and consequently, this tribunal has no jurisdiction to decide the reference on merits and the reference is not maintainable. In support of such contentions, the learned advocate for the management placed reliance on the decisions reported in *Garrison Engineer, Bhavinda V/s Shri Narinder*, 2007 Vol. II, CLR 527 and *Hindustan Lever Limited V/s Fourth Industrial Tribunal*, 2007 Vol. II CLR 98 (Calcutta High Court).

4. The Union has resisted the petition, by filing its reply pleading inter-alia that the application is not maintainable as the Tribunal has to decide all the issues at a time and there is no provision for piece-meal trial and the present dispute has been raised by the State Bank of India Karmachari Sena, which is duly registered under the Trade Union Act, 1926 and the dispute is about change in service condition covered by Section 9-A of the Act and due to withdrawal of granting of appointment on compassionate ground, there is change in the service condition and the dispute can be treated as an industrial dispute covered by Section 9-A and it is also an industrial dispute covered by Section 2-A of the Act, which also includes employment or non-employment or terms of employment and the fourth schedule of the Act refers to condition of service, which cannot be changed without notice and item No. 8 of the fourth schedule refers to withdrawal of any customary concession or privilege or change in usages and item No. 9 refers to introduction of new rule of discipline or alteration of existing rules and in the present case, the management has totally changed the service rule about the employment of dependents of deceased workman and the change brought in will be affecting the existing employee also, besides affecting the past employees and the challenge is withdrawal of customs and usage applicable to dependents of ex-employees and the judgements of various courts do not refer to any custom and the policy referred to by the Party No. 2 is in pursuance to the judgement in the case of *Uma Shankar V/s State of Haryana* and prior to that the policy was to appoint every dependent of deceased employee on compassionate ground and the policy has been revised by the management arbitrarily and the new scheme had been circulated on 1-8-2002 without notice to the union, therefore, the judgements of various courts are not applicable to the present case as there is change in custom and usages and therefore, the application filed by the Party No. 2 is liable to be rejected.

5. Facts necessary for the disposal of the application can be stated as follows :—

On receipt of the reference, notices were sent to the parties and in response to the notice, the Asstt. General Secretary, State Bank of Karmachari Sena, on behalf of the dependants of late (i) Shri Shashikanta G. Badhiye (ii) Shri Madhukar G. Dhakate and (iii) Shri Srikanta R. Paratwar filed the statement of claim stating that late Shashikanta G. Badhiye while working as Dy. Manager, JMG-II at Patay Branch of SBI died prematurely on 7-1-2001 and as such his dependant son ~~Gagan S. Badhiye is entitled to be considered for compassionate appointment as per prevailing service conditions and the family~~ of late Shashikanta got retiral benefit of Rs. 8.40 lakhs and pension was fixed at Rs. 3,487 from 8-1-2001 to 7-1-2006 and thereafter Rs. 692 from 8-1-2006 per month and late Shashikanta is survived by his widow and two sons and none of them is employed and the sons are taking education and the family of deceased Shashikanta cannot manage their livelihood with Rs. 692 per month. The further claim of the union is that late Madhukar G. Dhakate, while working as a Full Time Messenger at Chandrapur Branch, State Bank of India, died prematurely on 28-10-1999 and the family of late Shri Madhukar G. Dhakate got retiral benefit of Rs. 2.44 lakhs and the family pension payable to the family was Rs. 5,873 per month from 28-10-1999 to 28-10-2004, and thereafter it is Rs. 1,897 per month from 28-11-2004 and deceased Dhakate is survived by his widow, one daughter and two sons and none of them is employed and one son is taking education and the family of deceased Dhakate cannot manage their livelihood within Rs. 1,897 per month and the son of deceased Dhakate is entitled to be considered for compassionate appointment, as per prevailing service conditions. It is also pleaded by the union that late Shrikanta R. Paratwar while working as full time messenger at Madza Branch of SBI died prematurely on 23-10-2002 and as such his widow was entitled to be considered for compassionate appointment as per service conditions and family of deceased Shrikanta got retiral benefit of Rs. 95,200 and the pension was fixed at Rs. 1,300 per month and deceased Shrikanta is survived by his widow, one daughter and two sons and all the three children are taking education and the family of late Shrikanta cannot manage their livelihood with Rs. 1,300 per month and therefore, the rejection of the claim of the respective widows of deceased, Shashikanta, Dhakate and Shrikanta on alleged sound financial condition and on the ground that the scheme for compassionate appointment has been amended on the basis of guidelines issued by the Government of India and suggestions from the Indian Banks Association, which is not registered as per law, was quite illegal and the Government of India cannot direct the Banks to make illegal changes and the Indian Banks Association is not the employer of the employees of Party No. 2 Bank and cannot take any policy decision without giving notice of change and consultation with the employees, unions, and therefore, the new scheme for

appointment on compassionate ground is totally illegal and cannot be applied to the Party No.1 and its members and providing employment on compassionate ground has become the custom and condition of service and by virtue of the new scheme, the said condition has been changed, adversely affecting the rights of the employees and their dependents.

6. The bank also filed its written statement raising preliminary objection regarding the maintainability of the reference on the ground that the dispute in question is not an industrial dispute and this Tribunal has no jurisdiction to adjudicate the dispute. The Bank has also pleaded that appointment of the dependent of a deceased employee on compassionate ground is not a matter of right and the change made in the scheme for appointment on compassionate ground cannot be treated as a change in the service condition and as such, the union has no authority to agitate the matter. The bank also in its written statement has denied the allegations made by the union pleading that after consideration of the applications filed by the respective wives of the three deceased workmen, as the bank found that their cases are not fit cases for appointment on compassionate ground, in view of the principles enunciated by the Hon'ble Apex Court in several decisions and also the provisions of the schemes of appointment on compassionate ground applicable to the bank employees, rejected their application.

7. It is the case of union that the Tribunal cannot determine the question of jurisdiction separately and the Tribunal is required to take into consideration all the issues involved in the case for determination together. On the other hand, it was submitted by the management that as the jurisdiction of the Tribunal has been challenged to decide the reference, on the ground that the dispute in question is not an industrial dispute, it is necessary to determine the same at first. In support of such contention, reliance has been placed by the learned advocate for the management on the decisions reported in Civil Appeal No.996 of 2006 (Chief General Manager, SBI Vs. Durgesh Kumar Tiwari), 2007 (II) CLR 527 (Garison Engineer, Utility, Batinda Vs. Sri Narinder) and 2007 (II) CLR 98 (Hindustan Lever Ltd. Vs. Fourth Industrial Tribunal and Others). In the decision reported in 2007 (II) CLR 527 (supra), the Hon'ble Apex Court have held that, "the legal issue regarding maintainability of the reference was not considered. Right from the beginning of the proceedings before the Labour Court and in the High Court, appellant had taken specific plea that the Act was not applicable to it and it was not an industry. Unfortunately, neither the Labour Court, nor the High Court dealt with this issue".

In the above case, the Hon'ble Apex Court set aside the award and the order of the Hon'ble High Court and remitted the matter to the Labour Court back to decide the objection raised by the appellant about the maintainability of the proceedings under the Act, founded on the claim

that it is not an industry. In view of the principles enunciated by the Hon'ble Apex Court, in the above mentioned decision, I hold that it is necessary to determine at first, as to whether this Tribunal has jurisdiction to adjudicate the dispute, as the management has raised the objection that the dispute in question is not an industrial dispute.

8. First of all, I will take up the submission made by the union that due to the rejection of the claim, the widow of deceased Dhakate for compassionate appointment amounts to change of service condition of the employees under section 9-A of the Industrial Disputes Act. After perusal of the materials on record including the statement of claim and the written statement and taking into consideration the definition of "workman" and "industrial dispute" as provided in the Act, I find no force in the contention raised by the union, due to the following grounds.

"From the schedule of reference, it is found that the Government has referred the dispute to decide as to whether rejection of the cases of compassionate appointment on the newly adopted ground of quantum of retiral benefits is justified or not and if not justified, then to what relief the dependents of the deceased workmen are entitled. It is also well settled that the Tribunal cannot go beyond the reference and decide other matters beyond the reference. The reference has been made by the Government to find out the cases of the dependents of the three deceased workmen. So, on the guise of espousing the cause of the dependants of three deceased workmen, the union cannot agitate that the change adopted by the Bank regarding compassionate appointment amounts to change of service condition. It is clear from the pleadings that the union had never raised any objection with the Bank or the Government when the bank made change in the scheme of giving compassionate appointment.

It is clear from the judgements by the Hon'ble Apex Court in Civil Appeal No. 996 of 2006 that the Hon'ble Apex Court, in the case of Umesh Kumar Nagpal Vs State of Haryana and Others, 1994(4) SCC 138 have laid down the guidelines for consideration, while giving appointment in public service on compassionate ground and the Hon'ble Apex Court have been pleased to state that the general rule is to give appointment on the basis of merit and the only exception to this is when the person is given appointment on compassionate ground. The Hon'ble Apex Court have made it clear that such case would arise when the deceased employee live with "penury" or "without any means of livelihood" and according to the observation of the Hon'ble Apex Court, the Government issues circular to all Ministries/Departments bringing to their notice the observation in Umesh Kumar Nagpal's case and



following the guidelines for appointment on compassionate ground, the Indian Bankers Association on 23-8-98 issued the scheme for appointment of dependants of deceased employees and dependants of employees retired on medical grounds and it was stated in the scheme that before appointment was granted, the financial condition of the employee's family would have to be taken into consideration and according to Clause-V of the said scheme, the financial condition of the family would include, inter alia, (a) family pension, (b) gratuity amount receipt, (c) employee's/employer's contribution provident fund etc. and the State Bank of India then formulated the scheme on 9-1-97 adopting the guidelines as contained in the Indian Banks Association circular".

In the above decision, the Hon'ble Apex Court have also held that, "as can be seen from the narration of the development of law at the outset, the pensionary benefits would be taken into account for the purpose of determining financial condition of the family and the deceased employee which specifically provided for taking into the retiral benefits. There was no challenge to the scheme by the respondent.

We are of the view that having regard to the settled legal position, the order of rejection of the application for compassionate appointment of the respondent was correct".

9. In this case also, union had not challenged the legality of the scheme. It is also clear from the pleadings of the union in the statement of claim that compassionate appointments are made considering the financial condition of the claimant. From the pleadings of the union and so also the principles enunciated by the Hon'ble Apex Court, it can be stated that change in the scheme of appointment on compassionate ground cannot be said to be a change in the service condition and as such there was no question of giving any notice under section 9-A of Industrial Disputes Act.

10. On perusal of the definition of the "industrial dispute", as mentioned in section 2-K and definition of "workman" as mentioned under section 2-S and section 2-A of Act, it is found that the legal heirs of the deceased workmen and specifically the three widows of the respective three deceased workmen, Shashikanta, Dhakate and Shrikant cannot be treated as a workmen and the dispute also cannot be treated as an industrial dispute, even though the union has raised the dispute on behalf of the claimants. As it is held that the claimants are not workmen and the dispute is not an industrial dispute, it is held that this Tribunal has no jurisdiction to adjudicate the dispute. Hence, the petition filed by the management is allowed and it is ordered:

## ORDER

The industrial dispute as referred by the Government is dismissed on the ground of this Tribunal of having no jurisdiction to decide the same, the same being not industrial dispute.

Hence, this may be treated as no award.

J. P. CHAND, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1387.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 72/07) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-04-2011 को प्राप्त हुआ था।

[सं. एल-41012/93/2007-आईआर(बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 25th April, 2011

S.O. 1387.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 72/07) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of Western Central Railway and their workmen, received by the Central Government on 13-04-2011.

[No. L-41012/93/2007-IR (B-I)]

RAMESH SINGH, Desk Officer

## ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, JAIPUR

PRESENT : N. K. PUROHIT, Presiding Officer

I. D. No. 72 of 07

Reference No. L-41012/93/2007-IR (B-I) Dated : 12-10-07

The Working President  
Paschimi Madhya Railway Karmachari  
Parishad  
Shree Ram Mandir Parisar, Kota (Raj.)

V/s

The Chief Works Manager (WRS)  
Western Central Railway  
Kota (Rajasthan).

## AWARD

18-3-2011

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of

Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this Tribunal for adjudication which is as under :—

“Whether the action taken by the Chief Works Manager (WRS), Western Central Railway, Kota to reduce the basic pay from Rs. 3650 to Rs. 2650 in the pay-scale of Rs. 2650-4000 for 1 year with future effect, is justified and legally correct? If not to what relief Sri Dharam Pal, Khalasi is entitled for?”

2. Pursuant to the receipt of reference order, the registered notices were issued to both the parties. On perusal of the proceedings of the case it appears that registered notices were issued to the Working President, Paschim Madhya Railway Karamchari Parishad at the address mentioned in reference order but registered notices were returned unserved thrice with the postal endorsement “पते पर ताला लगा मिलता है।” on the cover containing the notice. It also appears that after service of registered notice upon non-applicant i.e. Chief Works Manager, Western Central Railway, representative on behalf of the non-applicant appeared on 25-10-10 but on subsequent dates none appeared on behalf of the non-applicant also.

3. In above factual backdrop, there is no material could be brought on record to decide the reference under adjudication on merits. Under these circumstances “No Claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

4. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1388.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 29/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2011 को प्राप्त हुआ था।

[सं. एल-41012/119/2001-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 25th April, 2011

S.O. 1388.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2002) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, received by the Central Government on 21-4-2011.

[No. L-41012/119/2001-IR (B-I)]

RAMESH SINGH, Desk Officer

## ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,  
CHANDIGARH**

**Case I. D. No. 29/2002**

Shri Sher Singh, S/o Shri. Kahla Singh, VPO : Rajindergarh,  
Tehsil. Sirhind, Distt. Patiala.

....Applicant

**Versus**

The Deputy Chief Mechanical Engineer (P) Northern  
Railway, Diesel Component Works, Patiala.

...Respondent

## APPEARANCES

For the Workman : Shri Sandeep Bhardwaj

For the Management: Shri N. K. Zakhmi

## AWARD

Passed on 1-4-2011

Government of India, Ministry of Labour and  
Employment vide Notification No. L-41 0 12/119/200 1 (IR  
(B-I)) dated 25-1-2002 referred the following industrial  
dispute to this Tribunal for adjudication.

“Whether the action of the management of Deputy  
Chief Mechanical Engineer, DCW, Patiala in awarding the  
punishment of removal from services of Sh. Sher Singh  
S/o Sh. Kahla, Sr. Typist w.e.f. 11-6-1994 is justified? If  
not, what relief the workmen are entitled to?”

The case of the workman in nutshell is that he was  
working in the Railway Department as Typist since 1982.  
He was promoted as Senior Typist on 14-10-1991. During  
the year 1992 due to certain compelling family problems  
and circumstances the petitioner-workman got mentally  
upset and could not attend his duties since 12-5-1992 and  
as such applied for the leave of the kind due. He has given  
a corresponding address while proceeding on leave. No  
response of any kind whatsoever was given to him  
conveying a decision to his leave application. Under the  
impression that the leave would be granted to him in due  
course of time he did not attend his duties and kept on  
sending the leave applications. Later on he came to know  
that respondent-management was treating him absent from  
duty and had also initiated some departmental enquiry.  
He met the Enquiry Officer on 17-3-1994 and requested  
him to supply the charge sheet along with the 11 documents  
and record so that he could put up his defence but the  
Enquiry Officer did not supplied the charge sheet and  
other relevant documents. He had complained to the  
respondent No.2 and 3 against this behaviour of Enquiry  
Officer but in vein. Ex parte enquiry was conducted against  
him, report was given against him and by the disciplinary  
authority punishment of removal from service was

awarded. Appeal filed by him was also dismissed. The petitioner has requested for setting aside this punishment order on the ground that proper enquiry was not conducted. He was not afforded the opportunity of being heard etc.

The management appeared and opposed the claim by filing written statement. It is contended by the management that application for sick leave dated 12-5-1992 was rejected and accordingly workman was informed by telegrams twice to join the duties. On his failure to join the duties, he was issued a charge sheet and the charge sheet was sent to him on the same address which the workman has provided to the management in his official records. All the correspondence returned unserved with the endorsement of the postal department, "not met". Accordingly the Enquiry Officer was appointed. During enquiry the workman appeared before the enquiry Officer and on his request enquiry was adjourned twice. The workman requested for some time for filing the relevant documents relating to his ailment but workman got absent unauthorisedly. No option was left before the Enquiry Officer but to conduct the enquiry ex parte and submitted the enquiry report. The workman has deliberately absented from the duties and was unable to show the reasons for absent before the Enquiry Officer. All possible opportunity of being heard was given but the workman has not availed the opportunity.

Both of the parties were afforded the opportunity for adducing evidence. Workman filed his affidavit and he was cross-examined in detail by learned counsel for the management on 7-12-2010 Sh. Satnam Singh who filed the affidavit on behalf of the management was cross-examined by learned counsel for the workman. All the relevant documents are on record. First of all the controversy is regarding the address of the workman. The workman has contended that all the letters and telegrams were communicated to him by the management on the different residential address. In fact, as per the contention of the workman, he was living in Chunnimajra whereas correspondence was sent to Rajindergarh. I have perused the entire evidence, oral and documentary. It is evidently clear that Sh. Sher Singh has also written certain letters to the management during departmental proceedings. One of the letters dated 15-6-1993 was sent to the management by the workman from the same address on which all the correspondence were sent to the workman by the management. It is admitted fact that the letter dated 15-6-1993 was sent to the management by the workman from the address mentioned in the letter itself. Thus, there is no reason to believe that workman was living on some other address than mentioned in the letter dated 15-6-1993. Two telegrams and all other correspondence were sent to the workman on the same address. The workman cannot deny to live on the address he has mentioned in his application dated 15-6-1993. Moreover, workman has

provided his residential address to the management. The management has informed the workman on the same address. If the workman had changed the address, it was his responsibility to inform the management. Accordingly, it shall be considered that all the letters and telegrams were sent to the address of workman and they were served to the workman. The endorsement of 'not met' shall be construed that workman was preventing to receive the letters. On both of the letters which were sent to workman by registered post, the man of the Postal Department visited the residence of the workman on six days. It shows the conduct of the workman that he deliberately avoided receiving the letters and this Tribunal will not hesitate to, hold that management was right in its approach to make publication of letters by affixing copy on the notice board in the presence of witnesses as per rules. Moreover, the receiving of telegrams cannot be disputed.

Leaves due can be enjoyed by any employee at the time of need. Moving any application for leave does not mean the leave have been sanctioned. It is true that the workman moved an application of leave on 12-5-1992 which was dismissed. It means that leaves were not sanctioned. The management convey its decision by two telegrams dated 15-5-1992 and 6-6-1992 asking the workman to resume duties but the workman failed. Accordingly, a charge sheet was issued to the workman on 4-11-1992. Charge sheet was communicated to the workman through registered post at the registered residential address of the workman which returned unserved. Under what circumstances this registered letter returned unserved has been discussed above with consequences thereof. Thereafter, there were proper communication sent to the workman in forming about the date of enquiry. It shows that Enquiry Officer has not worked in haste but appropriate opportunity was given to the workman to ensure his presence. After several informations on 17-3-1994 workman appeared. He was asked to submit the proof of his absence but he failed.

It is the contention of the workman that when he appeared before the Enquiry Officer he have the fitness certificate but he was not permitted to join the duties. This issue that he was ready to join duties on or after 17-3-1994 has no concern with the departmental proceedings because departmental proceedings were conducted for his unauthorized absence from 12-5-1992 onward. Moreover, it is the contention of the management that workman again absented and in absentia of filing the proof for his unauthorized absence, the Enquiry Officer had to give the enquiry report.

Departmental proceedings are of different nature than the civil and criminal proceedings. It is true burden of proof lies on the management. But the Enquiry Officer was very much right in asking the workman to file the medical certificates and other proofs to justify his absence from duties. This fact and material were/are within the

personal knowledge and possession of the workman and Enquiry Officer has rightly directed him to file/provide the same, but the workman failed.

It is the settled principle of law and procedure that if the enquiry is not properly conducted, the Tribunal can order for conducting enquiry afresh. It was not done by this Tribunal because it was admitted by the workman that he remained absented from 12-5-1992. The contention of the workman cannot be relied upon that he did not receive any communication for dismissal of his leave application dated 12-5-1992. The reasons for this have been shown by this Tribunal in the body of this Award. Accordingly, the workman was afforded opportunity again and again by the management to come forward and join his duties but he failed. No doubt that the workman has raised the controversy that he was not permitted to join the duties but except the fitness certificate there is no material on record to prove that the workman made any sincere efforts for joining his duties and enquiry proceedings. After two dates he absented once again.

Considering the plea of workman, he was asked to submit the medical certificates of his ailment before this Tribunal. But he failed. In his cross-examination he has admitted that he was not treated by any doctor but he has taken the treatment of jhadaphunk. Even he could not produce any reliable and cogent evidence for jhadaphunk treatment. Considering all the facts and circumstances of the case, I am of the view that workman was having the notice of his dismissal of leave application and he deliberately did not resume the duties. On perusal of the material on record it is also evidently clear that he was also having the information of enquiry. He appeared the Enquiry Officer but for the reasons discussed above he absented once again. Accordingly, all possible opportunity of being heard was given to the workman but he did not avail the opportunity. Enquiry Officer was having no option left but to proceed further in absentia of workman. Accordingly, I am of the view that a fair and proper enquiry was conducted.

Public appointments are made for some objects. According to need the post are sanctioned and appointments are made. If a public servant absented without any cause for long period, the work of department is bound to suffer and it is very much against the objects of making public appointments. Of course, there are certain safeguards to public servants that in case of any emergency he can avail the leaves but he has to show the department such emergency and necessity. Under normal circumstances the leave cannot be taken as a substantive right. The workman was informed several times to join the duties but he failed to join the same and to show the reasons for his absence. Accordingly, enquiry Officer has rightly held the charge proved against him, and there is no perversity in decision making of the Enquiry Officer.

So far as the punishment part is concerned, I am of the view that punishment awarded to the workman was excessive. It is true that this Tribunal cannot act as the Court of appeal against the order awarding the punishment to workman. But Section 11 A of the Industrial Disputes Act vests some powers and conferred the jurisdiction to interfere in the punishment awarded to the workman under exceptional circumstances. Normally, the Tribunal should not interfere in the punishment awarded to the workman but in exceptional circumstances where the Tribunal is of the view that if the jurisdiction under Section 11A is not exercised it will result into the miscarriage of justice, the Tribunal is competent to exercise jurisdiction for modification or conversion of punishment. The workman has served for long. From 1982 to 1992 he has worked with the department and there was no such case of absentism before the present charge sheet. Accordingly, it will be miscarriage of justice to the workman if punishment of removal from service is allowed to stand. The workman has already completed 67 years of age. Considering all the circumstances of the case, in the interest of justice it will be proper to convert the Punishment of removal to the punishment of compulsory retirement from the services. Accordingly, by exercising jurisdiction under Section 11A, this Tribunal is converting the punishment of removal from services awarded to the workman to the compulsory retirement of the workman. Management is directed to give all the pensionary benefits and release retirement benefits as per law within one month from the date of publication of award along with 7 per cent interest per annum from the date of filing the claim petition. This Industrial Dispute is accordingly answered. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1389.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचाट (संदर्भ संख्या 12/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/4/2006-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 25th April, 2011

S.O. 1389.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 12/2009) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of State

Bank of Patiala and their workman, received by the Central Government on 21-4-2011.

[No. L-12012/4/2006-IR (B-I)]

RAMESH SINGH, Desk Officer  
ANNEXURE

BEFORE SHRI GYANENDRA KUMAR  
SHARMA, PRESIDING OFFICER, CENTRAL GOVT.  
INDUSTRIAL TRIBUNAL- CUM- LABOUR COURT-I,  
CHANDIGARH

Case I. D No-12/2009

Sh. Sahib Singh S/o Sh. Pritam Singh, R/o Village  
Chirvi, P.O, Masingan, Tehsil and Distt. Patiala (Punjab).

...Applicant

Versus

The General Manager (personnel), State Bank of  
Patiala, The Mall, Patiala (Punjab).

...Respondent

#### APPEARANCES

For the Workman: Sh. Vikram Singh

For the Management: Sh. N.K. Zakhmi

#### AWARD

Passed on: - 3-3-11

Government of India, Ministry of Labour and  
Employment vide Notification No. L-120 12/4/2006 IR(B-  
I)) dated 28-4-2009 referred the following industrial dispute  
for adjudication to this Tribunal.

"Whether the action of the management of State  
Bank of Patiala, in terminating the services of Sh.  
Sahib Singh, Ex. Chowkidar w.e.f. 13-8-86 without  
complying the provisions of Section 25-F, G & H of  
the Industrial Disputes Act, 1947 is just and legal? If  
not, to what relief the workman is entitled to?"

After receiving the reference parties were informed.  
Parties appeared and filed their respective pleadings. The  
case of the workman in nutshell is that he was appointed  
as Chowkidar on 9-8-1985 by the State Bank of Patiala. He  
worked as such up to 10-8-86. An FIR was lodged against  
him by the Manager of the branch concerned. He was  
arrested and could not attend the duties from the date of  
arrest. He was acquitted by the Judicial Magistrate 1st  
Class Patiala, vide judgment dated 7-4-1989. He approached  
the Management but he was not provided with the job  
thereafter. He has completed 240 days of work in the  
preceding year from the date of his termination. No notice  
or one month wages in lieu of notice and retrenchment  
compensation was paid to the workman prior to his  
termination. As per the contention of the workman, the  
termination is against the provisions of Industrial Disputes  
Act hence void.

The management appeared and opposed the claim  
of the workman by filing written statement. It is contended

by the management that the workman has not completed  
240 days of work in the preceding year from the date of his  
termination. He had just completed 110 days w.e.f.  
13-6-1986. It is contended that workman was appointed as  
temporary Chowkidar in the B-Ghee Corporation for a  
limited period of contract. There was a theft of some articles  
from the Godown of B-Ghee Corporation for which an FIR  
was lodged against the workman. The workman was  
arrested and thereafter he never visited the bank for  
employment.

The management has also challenged the claim of  
the workman on the ground of delay. This issue is not  
taken very seriously by this Tribunal because these facts  
have been brought in the notice that after his acquittal,  
the workman approached the Civil Court in a declaratory  
suit. The suit was decreed. The management appealed to  
the District Judge and the District Judge was kind enough  
to set aside the decree and judgment passed by the Civil  
Judge. Thereafter, the workman approached the Hon'ble  
High Court of Punjab and Haryana and Hon'ble High Court  
of Punjab and Haryana decided the issue on 13-12-2004  
by which the second appeal filed by the workman was  
dismissed with the liberty to approach an appropriate  
forum under Industrial Disputes Act. Thereafter, the  
workman raised the industrial dispute as per law and on  
failure of conciliation reports this reference. Thus, this  
reference cannot be considered to be answerable or  
unadjudicable just on the ground of delay. Another  
contention of the management is that workman was  
appointed on contract for a particular period and on  
cessation of that period the services of workman were  
automatically terminated. It is also the contention of the  
management that services of workman were never  
terminated by the management.

Both of the parties were afforded the opportunity  
for adducing evidence. Oral evidence was recorded. In  
spite of best efforts by this Tribunal no document was  
preferred to be filed by the management. Order dated  
6-10-2010 makes it clear that this Tribunal afforded the  
opportunity to the management even on the date of  
argument to file the documents relating to the service  
conditions of workman. But, the management failed. There  
is no force in the contention of the management that  
services of workman were taken on contract for a limited  
period. It is admitted by the management that such a  
contract is always made in writing. But the management,  
reasons known to it, failed to file any document. On perusal  
of entire materials on record, there is no iota of evidence  
to prove that services of workman were taken on contract  
or there was any person in between the workman and the  
management. The workman was directly engaged by the  
management and was paid wages directly by the  
management and was very well under the administrative  
control of the management.

The issue which is left to answer is whether the  
management has terminated the services of workman  
against the provisions of Industrial Disputes Act, if yes

the remedy as prayed in para No.5 of the claim. The workman has specifically stated that he could not join the services of the bank because he was arrested. This para makes it clear that before the arrest his services were terminated by the management. He was arrested on 13-8-1986. He was acquitted on 7-4-1989 and thereafter, he came into action for getting the job. Thus, up to 7-4-1989 the services of the workman were not terminated by the management. He was not permitted by the circumstances to work with the management as he was arrested in a criminal case relating to the management.

The workman has stated earlier that he came to the action after his acquittal from the criminal case by the Criminal Court of competent jurisdiction. He has not stated when he was bailed-out by the Court, but it is clear that from 1986-89 he had not approached the bank for getting the job. During this period, as the circumstances speaks, he was busy in defending himself in criminal case. Thus, it is not the case of termination of the services of workman but, the workman has voluntarily opted not to work with the bank for three years. Otherwise, just after release on bail he might have approached the bank for getting the work irrespective of a criminal case pending adjudication against him. He has not done so. For three years he kept busy in defending from criminal case and on his acquittal he suddenly approached the bank for the job. The acquittal cannot be treated as a license to get the work in the bank. He was appointed as temporary Chowkidar and the store to which he was appointed has been closed now. As per the contention of the management even the documents relating to the store maintained by B-Ghee Corporation are not available. Meaning thereby, during the period of trial the work also vanished and the management was no more under obligation to provide the work which was vanished.

Accordingly, I am of the view that it is not the case of the termination of the services of the workman by the bank but workman was compelled by circumstances (being involved in a criminal case) to keep away from the work and during meantime the work for which he was appointed vanished. Thus, he is not entitled for any relief. This industrial dispute is accordingly answered. Let Central Government be approached for publication of Award and thereafter, file by consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1390.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर नवोदय विद्यालय के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-42012/82/2006-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th April, 2011

S.O. 1390.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court-cum- Industrial Tribunal, Ajmer as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Jawahar Novodaya Vidyalaya and their workmen, which was received by the Central Government on 25-4-2011.

[No. L-42012/82/2006-IR (DU)]

JOHAN TOPNO, Under Secy.

अनुबन्ध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर

पीठासीन अधिकारी—श्री पवन एन. चन्द्र, आर.एच.जे.एस.

प्रकरण संख्या—सी.आई.टी.आर. 5/07

रेफरेंस संख्या एल-42012/82/2006-आई आर (डीयू) दिनांक 25-4-07

श्री प्यारेलाल पुत्र श्री रामकरन निवासी - गांव सराधना अजमेर

-प्रार्थी

बनाम

दी प्रिंसिपल जवाहर नवोदय विद्यालय, नालदा, अजमेर

-अप्रार्थी

उपस्थिति

प्रार्थी की ओर से : श्री मनमीत कपूर, अधिवक्ता-प्रतिनिधि

अप्रार्थी की ओर से : श्रीमति उषा सिंह, अधिवक्ता-प्रतिनिधि

--: अवार्ड :-

दिनांक 17-3-2011

1. भारत सरकार, श्रम विभाग, द्वारा इस न्यायालय के अधिनिर्णयार्थ निम्न रेफरेंस प्रेषित किया है:-

2. "The action of the management of Jawahar Navodaya Vidyalaya, Nandla in terminating the services of workman Shri Pyarelal w.e.f. 5-8-2006 is legal and justified? If not what relief the workman is entitled to?"

3. रेफरेंस दर्ज होने के उपरान्त उभय पक्षों को नोटिस जारी किये गये। प्रार्थी ने अपने क्लेम में अंकित किया है कि उसे अप्रार्थी द्वारा दिनांक 14-6-01 से इलेक्ट्रिशियन-कम-पिल्लर के पद पर मौखिक आदेश से नियुक्त किया गया था। उसकी निरंतर संतोषजनक सेवायें होने से वर्ष 2003 में अप्रार्थी ने पत्र क्रमांक 5755 दिनांक 22/25-9-2003 से उसे 179 दिवसों के लिए कांटेक्ट बेसिस पर रखने के आदेश जारी किये। इस अवधि के पूरा होने से पूर्व अथवा उसके

पश्चात् अवधि की वृद्धि नहीं की गयी परंतु प्रार्थी अप्रार्थी के यहां निर्बाध रूप से कार्य करता रहा और अप्रार्थी से 3050 रुपये मासिक वेतन प्राप्त करता रहा। उसे विश्वस्त सूत्रों से ज्ञात हुआ कि जनवरी, 2006 में नवोदय विद्यालय में इलेक्ट्रिशियन-कर्म-पिलंबर पद पर एक स्थाई पद सृजित होकर प्राप्त हुआ है जिस पर विद्यालय प्रशासन अपने किसी चहेते व्यक्ति को नौकरी पर रखने की मंशा रखता था। इस स्थिति में उसने सहायक श्रम आयुक्त, केंद्रीय अजमेर के समक्ष एक प्रार्थना पत्र भी प्रस्तुत किया, जिसके लंबित रहते हुए प्रार्थी को दिनांक 31-7-06 को कार्य करने के बावजूद दस्तखत नहीं करने दिये और अंततोगत्वा दिनांक 5-8-06 को एक बंद लिफाफा पकड़ा दिया जिसमें उसकी सेवामुक्ति का आदेश व माह जुलाई 2006 के वेतन का चैक था। इन परिस्थितियों में प्रार्थी का कथन है कि विपक्षी द्वारा 25 एफ, 25 जी, 25 एच की अवहेलना करते हुए उसे सेवा पृथक् किया है, जो उनका कृत्य अनफेयर लेबर प्रैक्टिस में भी आता है। इस स्थिति में उसने क्लेम को स्वीकार कर सेवामुक्ति आदेश को अवैध घोषित करने की प्रार्थना के साथ ही सेवामुक्ति की तिथि से समस्त परिलाभ दिलाये जाने की भी प्रार्थना की है।

4. विपक्षी पक्ष ने अपने जवाब में सभी आरोपों से इंकार किया है। उन्होंने प्रार्थी को कभी भी इलेक्ट्रिशियन-कर्म-पिलंबर के पद पर नियमित नियुक्ति देने के तथ्य से भी इंकार किया है यद्यपि वर्ष 2003 में सविदा की शर्त अनुसार उसे 179 दिवस के लिए कार्य का निष्पादन करने हेतु अनुबंध करने के तथ्य को स्वीकार किया है। विपक्षी ने अनुबंध की शर्त अनुसार अनुबंधित अवधि का पारिश्रमिक देने के तथ्य को भी स्वीकार किया है। उन्होंने यह भी अंकित किया है कि प्रार्थी का अनुबंध जवाहर नवोदय विद्यालय खेडली जिला दौसा में हुआ था परंतु उसने वहां ज्वाइन नहीं करके जवाहर नवोदय विद्यालय नांदला जिला अजमेर में ज्वाइन किया था। जहां पर भी प्रार्थी एवं अप्रार्थी संस्था के प्राचार्य के मध्य दिनांक 1-11-03 को अनुबंध निष्पादित किया गया था जो दस्तावेज प्रदर्श एम -3 है। उन्होंने यह भी अंकित किया है कि प्रार्थी व अप्रार्थी के बीच समय समय पर उल्लेखित सविदा पत्र निष्पादित किये गये थे जिनमें से एक सविदा पत्र दिनांक 1-5-04 को भी निष्पादित हुआ था। उन्होंने इस आशय की भी आपत्ति ली है कि प्रार्थी का विवाद धारा 2 (00) (बी बी) में निर्धारित नियमों की परिधि में नहीं आता है। विपक्षी ने यह भी स्वीकार किया है कि प्रार्थी के साथ उनका अंतिम अनुबंध दिनांक 30-10-06 तक के लिए हुआ था। अप्रार्थी ने प्रार्थी के स्टेटमेंट ऑफ क्लेम के अधिकांश तथ्यों को असत्य, आधारहीन एवं सारहीन तथा अभिलेखीय तथ्यों के विपरीत होना बताते हुए क्लेम को खारिज करने की प्रार्थना की है।

5. अप्रार्थी पक्ष ने प्रारंभिक आपत्तियों का अलग से प्रार्थना पत्र भी प्रस्तुत किया है जिसमें भी उन्होंने नवोदय विद्यालय, नांदला, अजमेर को औद्योगिक विवाद अधिनियम 1947 के तहत उद्योग की परिधि में नहीं आने की आपत्ति अंकित की है। साथ ही प्रार्थी द्वारा उठाये गये विवाद इस अवधिनियम की धारा 2 (00) (बी बी) के अनुसार भी पोषणीय नहीं होना बताया है। इन सब आधारों पर भी उन्होंने प्रार्थी के क्लेम को खारिज करने की प्रार्थना की है।

6. प्रार्थी पक्ष की ओर से स्वयं प्रार्थी प्यारेलाल के बयान लिपिबद्ध कराये हैं जबकि विपक्षी पक्ष की ओर से श्री एस. के.

महेश्वरी, प्राचार्य, जवाहर नवोदय विद्यालय, नांदला के बयान लिपिबद्ध कराये गये हैं।

7. प्रार्थी पक्ष की ओर से कोई दस्तावेज प्रस्तुत नहीं किये गये हैं जबकि विपक्षी पक्ष की ओर से कुल 14 दस्तावेज प्रस्तुत किये गये हैं, जिन पर प्रदर्श एम-1 लगायत एम-14 अंकित किया गया है।

8. अप्रार्थी पक्ष की ओर से निम्न कानूनी विनिर्णयों पर अवलंब लिया गया है :-

1- (1992) 1 एस सी सी 489 पंजाब राज्य व अन्य बनाम सुरेंद्र कुमार,

2- (2002) 5 एस सी सी 654 हरियाणा राज्य एफ सी सी डब. स्टोर बनाम रामनिवास व अन्य,

3- (2006) 3 एस सी सी 81 म्युनिसिपल काउंसिल समरला बनाम राजकुमार,

4- (2006) 13 एस सी सी 15 कर्नाटक हैडलूम डवलपमेंट कॉर्पोरेशन लिमिटेड बनाम श्री महादेवा लक्ष्मण रावल।

9. मैनें उभयपक्षों के योग्य अधिवक्तागण की बहस ध्यानपूर्वक सुनी तथा पत्रावली पर उपलब्ध समग्र साक्ष्य का बारीकी से अध्ययन एवं मूल्यांकन किया है।

10. प्रस्तुत प्रकरण में उभयपक्षों के अभिवचनों एवं प्रेषित विवाद के आधार पर हमारे समक्ष निम्न प्रमुख अवधारणीय बिंदु हैं :-

(1) क्या अप्रार्थी संस्था को शैक्षणिक संस्था होने के कारण औद्योगिक विवाद अधिनियम की धारा 2 (जे) के अनुसार 'उद्योग' की श्रेणी में नहीं माना जा सकता है ?

(2) क्या श्रमिक प्यारेलाल द्वारा अनुबंध के आधार पर विपक्षी के यहां कार्य का निष्पादन किया गया है और अनुबंध/सविदा समाप्त होने पर उसकी सेवायें समाप्त हुई हैं, जिस कारण से उसकी सेवा समाप्ति को औद्योगिक विवाद अधिनियम 1947 की धारा 2(00) (बीबी) के प्रावधान अनुसार 'छंटनी' नहीं माना जा सकता है ?

(3) क्या जवाहर नवोदय विद्यालय, नांदला के प्रबंधन द्वारा प्रार्थी श्रमिक प्यारेलाल की सेवायें दिनांक 5-8-06 से समाप्त करना उचित एवं वैधानिक है अथवा नहीं ? यदि अनुचित एवं अवैधानिक है तो प्रार्थी किस अनुतोष का अधिकारी है ?

11. प्रत्येक बिंदुओं के संबंध में मेरा निम्न विवेचन एवं निष्कर्ष है :-

12. बिंदु संख्या 1:- इस बिंदु में हमें यह निर्णीत करना होगा कि क्या विपक्षी संस्था शैक्षणिक संस्था होने से औद्योगिक विवाद अधिनियम की धारा 2 जे के अधीन 'उद्योग' की श्रेणी में नहीं आती है ? इस संबंध में विपक्षी के योग्य अधिवक्ता ऐसी कोई प्रभावी साक्ष्य एवं कानूनी व्याख्या की ओर हमारा ध्यान आकर्षित नहीं कर सके हैं, जिसके आधार पर यह माना जा सके कि विपक्षी संस्था औद्योगिक विवाद अधिनियम की धारा 2 जे के अनुसार उद्योग की श्रेणी में नहीं मानी जा सकती है। इस आपत्ति के समर्थन में विपक्षी पक्ष की ओर से कोई कानूनी विनिर्णय प्रस्तुत नहीं किये गये हैं। उपरोक्त परिस्थितियों

में मैं योग्य अधिवक्ता विपक्षी की इस आपत्ति में बल होना नहीं मानता हूँ कि अप्राप्ती संस्था शैक्षणिक संस्था होने के कारण औद्योगिक विवाद अधिनियम की धारा 2 जे के अनुसार 'उद्योग' नहीं मानी जा सकती है। अतः इस बिंदु का निस्तारण इस प्रकार से किया जाता है।

13. बिंदु संख्या -2:- इस बिंदु में हमें यह निर्णीत करना होगा कि क्या श्रमिक प्यारेलाल द्वारा अनुबंध के आधार पर विपक्षी के यहां कार्य का निष्पादन किया गया है और अनुबंध/संविदा समाप्त होने पर उसकी सेवायें समाप्त हुई हैं, जिस कारण से उसकी सेवा समाप्ति को औद्योगिक विवाद अधिनियम 1947 की धारा 2(00) (बीबी) के प्रावधान अनुसार 'छंटनी' नहीं माना जा सकता है?

14. इस बिंदु के संबंध में इस प्रकरण में यह स्वीकृत स्थिति है कि जवाहर नवोदय विद्यालय समिति द्वारा प्रार्थी को अनुबंध प्रदर्श एम-1 में उल्लेखित शर्तों पर जवाहर नवोदय विद्यालय खेडली जिला दौसा राजस्थान में इलेक्ट्रिशियन कम पिलंबर के पद पर 179 दिनों के लिए अथवा नियमित अभ्यर्थी द्वारा ज्वाइन करने तक के लिए नियुक्ति प्रदान की गयी थी। पत्रावली पर ऐसी कोई साक्ष्य नहीं है कि प्रार्थी ने इस अनुबंध को स्वीकार कर जवाहर नवोदय विद्यालय खेडली में ज्वाइन किया हो। तत्पश्चात् प्रार्थी ने प्रधानाध्यापक, जवाहर नवोदय विद्यालय, से पुनः दिनांक 1-11-03 को अनुबंध कर दिनांक 1-11-03 से 27-4-04 तक इलेक्ट्रिशियन-कम-पिलंबर का कार्य करने का अनुबंध कर ड्यूटी ज्वाइन की थी जिसका अनुबंध पत्र प्रदर्श एम-3 है और ड्यूटी ज्वाइनिंग रिपोर्ट प्रदर्श एम-2 है। इस अनुबंध को प्रार्थी एवं प्रधानाध्यापक, जवाहर नवोदय विद्यालय, नांदला, अजमेर ने समय-समय पर अभिवृद्धित किया है, जिसके अनुबंध पत्र क्रमशः प्रदर्श एम-4, एम-6, एम-7, एम-8, एम-10, एम-11 है। अंतिम अनुबंध पत्र प्रदर्श एम-11 दिनांक 2-5-06 से 30-10-06 तक की अवधि के लिए दोनों पक्षों के मध्य हुआ है।

15. इस प्रकार से यह स्वीकृत स्थिति है कि प्रार्थी ने विपक्षी संस्था के साथ किये गये प्रथम अनुबंध प्रदर्श एम-3 दिनांक 1-11-03 से अंतिम अनुबंध पत्र प्रदर्श एम-11 दिनांक 2-5-06 से 30-10-2006 तक अनुबंधित कर्मचारी के रूप में कार्य किया है। सभी अनुबंध पत्रों में एवं विशेष कर अंतिम अनुबंध पत्र प्रदर्श एम-11 में अन्य शर्तों के अलावा इस आशय की शर्त भी अंकित है कि अनुबंध समाप्ति की तिथि से पूर्व यदि अनुबंध की तिथि कार्य अवधि बढ़ायी नहीं जाती है तो अनुबंध समाप्त समझा जावेगा। इस अनुबंध में इस आशय की भी शर्त है कि अनुबंध के दोनों पक्षकार 15 दिन के नोटिस पर पारिश्रमिक के साथ अनुबंध को समाप्त करने के लिए स्वतंत्र होंगे।

16. इस मामले में यह स्वीकृत स्थिति है कि विपक्षी द्वारा प्रार्थी के साथ किया गया अंतिम अनुबंध प्रदर्श एम-11 की अवधि की समाप्ति से पूर्व अनुबंध की तिथि को अभिवृद्धित नहीं किया गया है।

17. इस प्रकार के श्रमिकों के विवादों के संबंध में विपक्षी के योग्य अधिवक्ता ने कर्नाटक हेंडलूम डवलपमेंट कार्पोरेशन लिमिटेड बनाम श्री महादेवा लक्ष्मण रावल (2006) 13 एस सी सी पेज 15 के विनिर्णय पर अवलंब लिया है, जिसका हमने ध्यानपूर्वक एवं सम्मान पूर्वक अध्ययन किया है। उक्त नजीर में वर्णित तथ्यों के अनुसार

तथाकथित श्रमिक अनुबंधित श्रमिक था जिसे निश्चित अवधि एवं वेतन पर नियुक्त किया गया था तब उसके अनुबंध को समय-समय पर अभिवृद्धित किया गया था। इस श्रमिक की सेवा समाप्ति की वैधानिकता पर निर्णय करने हेतु विपक्षी को श्रम न्यायालय रेफर करने पर श्रम न्यायालय ने उसकी सेवा समाप्ति को अवैधानिक मानते हुए समस्त परिलापों के साथ बहाल करने का आदेश दिया था जिस आदेश की माननीय उच्च न्यायालय की इकरल पीठ एवं खंडपीठ दोनों ने पुष्टि की थी। उद्योग पक्ष द्वारा उक्त न्यायालय के निर्णयों के विरुद्ध माननीय सर्वोच्च न्यायालय में अपील प्रस्तुत की जिस पर विचार करते हुए माननीय खंड पीठ ने निर्णय के पैरा नं. 14 में अंकित किया है :-

14. "It is thus clear from the above that the respondent claimant is aware that his appointment was purely contractual and for a specified period. He is also aware that he is not eligible to any other benefits as a regular employee of the Corporation and could be liable for termination without any notice and without payment of compensation. The claimant is also aware that his appointment stood automatically terminated on the completion of the stipulated period. The case of the claimant, therefore, in our view, does not become an industrial dispute."

18. माननीय खंड पीठ ने अपने निर्णय में माननीय सर्वोच्च न्यायालय के ही इसी प्रकार के विवाद पर अनेक लैंड मार्क केसेज की व्याख्या करते हुए उद्योग की अपील को निम्न अभिकथनों से स्वीकार किया है :-

24- "As pointed out earlier, the respondent was engaged only on contract basis. It is only a seasonal work and, therefore, the respondent cannot be said to have been retrenched in view of what is stated in sub clause (bb) of Section 2 (00) of the Act. under these circumstances, we are of the opinion that the view taken by the Labour Court and the High Court is not correct and is illegal. The appeal is accordingly allowed but in the circumstances without costs."

19. मेरे मत में प्रार्थी श्रमिक प्यारेलाल की कथित सेवामुक्ति के तथ्य भी उपरोक्त विनिर्णय के प्रत्यर्थी श्रमिक श्री महादेव लक्ष्मण रावल की सेवामुक्ति से मिलते-जुलते हैं क्योंकि इस मामले में भी यह स्वीकृत स्थिति है कि प्रार्थी ने विपक्षी के साथ समय-समय पर अनुबंध-पत्र निष्पादित किये हैं और उक्त अनुबंध-पत्र में अंकित शर्तों को स्वीकार किया है। अंतिम अनुबंध-पत्र प्रदर्श एम-11 के अनुसार उसने निश्चित अवधि दिनांक 2-5-06 से 30-10-06 तक के लिए निश्चित वेतन 3050 रुपये पर इलेक्ट्रिशियन-कम-पिलंबर का काम करना स्वीकार किया है ऐसी स्थिति में जब निश्चित अवधि की समाप्ति से पूर्व उसके अनुबंध को अभिवृद्धित नहीं किया गया है तो अंतिम तिथि को विपक्षी के साथ उसका अनुबंध स्वतः समाप्त हो जाता है। इस स्थिति में निः संदेह उसकी सेवा-समाप्ति को औद्योगिक विवाद अधिनियम की धारा 2 (00) (बीबी) के तहत 'छंटनी' नहीं माना जा सकता है।



20. मैं यहां पर धारा 2(00) (बीबी) को उद्धृत करना उचित समझता हूँ जो निम्नानुसार है :-

(गण) “छंटनी” से नियोजक द्वारा किसी कर्मकार की सेवा का ऐसा पर्यवसान अभिप्रेत है, जो अनुशासन संबंधी कार्यवाही के रूप में दिए गए दंड से भिन्न किसी भी कारण से किया गया हो, किंतु इसके अंतर्गत निम्न लिखित नहीं आते :-

(क) .....

(ख) .....

(खख) नियोजक और संपृक्त कर्मकार के बीच हुई नियोजन संधि के समाप्त हो जाने पर उसका नवीकरण न किए जाने या नियोजन संधि में उस निमित्त अंतर्विष्ट किसी अनुबंध के अधीन ऐसी संधि का पर्यवसान किए जाने के फलस्वरूप किसी कर्मकार की सेवा का पर्यवसान ...

(ग) .....

21. उपरोक्त प्रावधान के आधार पर एवं माननीय सर्वोच्च न्यायालय द्वारा की गयी कानूनी व्याख्या के आधार पर मैं विपक्षी पक्ष की ओर से उठायी गयी इस आपत्ति में बल होना मानता हूँ कि प्रार्थी की सेवामुक्ति को ‘छंटनी’ नहीं कहा जा सकता है और इस स्थिति में औद्योगिक विवाद अधिनियम, 1947 की धारा 25 एफ, 25 जी, 25 एच के प्रावधानों का उल्लंघन होना भी नहीं माना जा सकता है। अतः यह बिंदु उपरोक्त प्रकार से निर्णीत की जाती है।

21ए. बिंदु संख्या -3 :- इस बिंदु में हमें यह निर्णीत करना होगा कि क्या जवाहर नवोदय विद्यालय, नांदला के प्रबंधन द्वारा प्रार्थी श्रमिक श्री प्यारेलाल की सेवायें दिनांक 5-8-06 से समाप्त कर दी गयी थी और यदि समाप्त कर दी गयी थी तो क्या ऐसी सेवा समाप्ति उचित एवं वैधानिक है अथवा नहीं और नहीं है तो श्रमिक किस राहत का पात्र है ?

22. इस बिंदु बाबत प्रार्थी ने अपने क्लेम के मद सं. 10 में अंकित किया है कि :-

10. “यह कि प्रार्थी जब दिनांक 31-7-2006 को अंतिम बार कार्य पर गया तो उसे अप्रार्थी संस्थान के अधिकारियों ने यह कहा कि आप अपना चार्ज नये व्यक्ति नेमीचंद को संधला दो और उसे अपना काम समझा दो और प्रार्थी को दिनांक 31-7-2006 को कार्य करने के बाद भी दस्तखत नहीं करने दिये और उसके बाद लगातार प्रार्थी द्वारा कारण पूछे जाने पर उसे अप्रार्थी द्वारा एक बंद लिफाफा दिनांक 5-8-2006 को पकड़ा दिया जिसमें प्रार्थी की सेवामुक्ति का आदेश व एक चैक था तथा प्रार्थी को यह कहा गया कि वह उसका माह जुलाई 2006 का वेतन है और आज के बाद आप ड्यूटी पर नहीं आवें। इस प्रकार उसकी अप्रार्थी ने अवैध रूप से सेवा मुक्ति कर दी।”

23. प्रार्थी के उपरोक्त अभिकथन के जवाब में विपक्षी ने अपने जवाब की मद सं. 10 (पृष्ठ सं. 17 व 18) में अंकित किया है कि प्रार्थी की सेवायें लिखित संधिदा प्रदर्श एम-11 में वर्णित तिथि को ही समाप्त की गयी है।

24. इस संबंध में मैंने प्रकरण में पेश किये गये दस्तावेजों का अध्ययन किया है। प्रार्थी की ओर से केवल एक दस्तावेज प्रस्तुत किया गया है, जो केंद्रीय लोक निर्माण विभाग की ट्रेनिंग से संबंधित प्रमाण पत्र है। प्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम की मद सं. 10 में उल्लेखित सेवामुक्ति के तथाकथित आदेश दिनांक 5-8-06 व चैक की कोई प्रतियां इस न्यायालय के समक्ष प्रस्तुत नहीं की गयी हैं और ऐसी किसी साक्ष्य की ओर हमारा ध्यान आकर्षित नहीं कर सका है, जिसके आधार पर यह माना जा सके कि विपक्षी द्वारा उसके अनुबंध की अंतिम तिथि दिनांक 30-10-2006 से पूर्व ही दिनांक 5-8-2006 को उसे सेवा से हटा दिया गया हो। यदि प्रार्थी द्वारा तथाकथित सेवामुक्ति आदेश प्रस्तुत किया जाता तो निःसंदेह उस पर विचार कर न्यायोचित निष्कर्ष निकाला जा सकता था। कुल मिलाकर हमारे समक्ष ऐसी कोई ठोस साक्ष्य नहीं है, जिसके आधार पर यह प्रमाणित माना जा सके कि विपक्षी ने अपने अनुबंध प्रदर्श एम-11 का उल्लंघन करते हुए प्रार्थी की सेवायें दिनांक 5-8-2006 से समाप्त कर दी हैं। मेरे मत में इस तथ्य को युक्तियुक्त संदेह से परे प्रमाणित कराने का भार प्रार्थी पर था जिसमें वह विफल रहा है। इस स्थिति में भी प्रार्थी के क्लेम को स्वीकार कर उसे वांछित अनुतोष प्रदान नहीं किया जा सकता है। अतः यह बिंदु उपरोक्त प्रकार से निर्णीत की जाती है।

25. इस उपरोक्त संपूर्ण विवेचन के आधार पर प्रेषित विवाद के संबंध में निम्न अवार्ड पारित किया जाता है।

#### आदेश-अवार्ड

फलतः केंद्र सरकार श्रम मंत्रालय की ओर से प्रस्तुत रेफरेंस संख्या एल-42014/82/2006-आईआर (डीयू) दिनांक 25-4-2007 का उत्तर इस प्रकार से दिया जाता है कि प्रार्थी श्रमिक प्यारेलाल की ओर से प्रस्तुत साक्ष्य से यह प्रमाणित नहीं हो सका है कि जवाहर नवोदय विद्यालय, नांदला के प्रबंधन द्वारा उसकी सेवायें दिनांक 5-8-2006 से समाप्त कर दी गयी थीं बल्कि पत्रावली पर उपलब्ध साक्ष्य से यह जाहिर होता है कि श्रमिक श्री प्यारेलाल ने जवाहर नवोदय विद्यालय, नांदला, नसीराबाद के प्राचार्य के साथ अंतिम तक अनुबंधन प्रदर्श एम-11 में उल्लेखित शर्तों पर दिनांक 30-10-2006 तक इलेक्ट्रिशियन-कम-पलंबर का कार्य करना स्वीकार कर रखा था। प्रार्थी श्रमिक द्वारा उसे दी गयी तथाकथित सेवामुक्ति आदेश 5-8-2006 का महत्वपूर्ण दस्तावेज इस न्यायालय के समक्ष प्रस्तुत नहीं किया गया है, जिस कारण से यह भी प्रमाणित नहीं हो पाता है कि जवाहर नवोदय विद्यालय, नांदला के प्रबंधन द्वारा उसे दिनांक 5-8-06 से सेवा से हटा दिया गया हो। उपरोक्त परिस्थितियों में प्रार्थी श्रमिक प्यारेलाल इस न्यायालय से अथवा जवाहर नवोदय विद्यालय, नांदला के प्रबंधन से कोई अनुतोष पाने का अधिकारी नहीं है।

(पवन एन चन्द्र) न्यायाधीश,

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1391.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 32/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-40012/40/1991-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th April, 2011

S.O. 1391.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/1991) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workmen, which was received by the Central Government on 25-4-2011.

[No. L-40012/40/1991-IR (DU)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 32 of 1991

**PARTIES:** Employers in relation to the management of

Calcutta Telephones

AND

Their workmen.

**PRESENT:** MR. JUSTICE MANIK MOHAN SARKAR

Presiding Officer

#### APPEARANCES :

On behalf of the Management : Mr. T. Chowdhury,  
Ld. Advocate.

On behalf of the Workmen : Mr. S. Banerjee,  
Ld. Advocate with  
Mr. A. Das,  
Ld. Advocate.

State: West Bengal.

Industry: Telephone.

Dated: 12th April, 2011.

#### AWARD

By Order No. L-40012/40/91-IR(DU) dated 28-10-1991 the Government of India, Ministry of Labour

in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of the Calcutta Telephones, Deptt. of Telecommunication, Tahar Mansion, 8, Bentinck Street, Calcutta-1 in terminating Sri Lakshmi Kanta Adak w.e.f. 2-7-89 is legal, proper and justified? If not, what relief the workman is entitled to?"

1. In his written statement of claim the workman Lakshmi Kanta Adak submitted that he was appointed as an employee under Sub-divisional Officer (Phones), 67 Telephone Exchange at 4, Dr. Prabodh Banerjee Road, Howrah-711101 on 6-12-1978 and he worked there up to 30-12-1979 or for more than one year continuously without any break. For his such work one certificate was issued to by the official under whom he worked on 30-12-1979. Suddenly on 30-12-1979 the service of the workman was terminated on verbal order without assigning any reason and also without payment of any compensation along with many other workmen almost at the same time. Though some of these terminated workers were subsequently engaged, the present workman in spite of several request was not engaged till July, 1987 and he was engaged again in August, 1987 as a casual workman and again his service was terminated with effect from 1-07-1989 in terms of a notice dated 31-05-1989. At that time his daily wage was Rs. 31.75. The workman claimed that he has put in 389 days of service till during the period 6-12-1979 to 30-12-1979 and further for 698 days during the period from August, 1987 to June, 1989. In that process the workman concerned has worked for more than 240 days in 12 calendar months preceding 30-06-1989. The workman claimed that his termination is mala fide, arbitrary and colourable exercise of power. Prior to issuance of verbal order of termination of service of this workman it was incumbent upon the employer to comply with the mandatory provisions of Sections 25F and 25G of the Industrial Disputes Act, 1947 which was not done. The workman claimed that his termination was a case of retrenchment as defined in Section 2(oo) of the Act and since he worked for 240 days or for one year before the date of his termination, he is entitled to the mandatory compensation. This workman alleged that display of discrimination was done to him by the employer as many persons junior to him were still working under the employer even after termination of his service.

2. Management filed a written statement contending that the workman concerned was never engaged for the period from 6-12-1978 to 30-12-1979 and so the question of his termination is an absurd proposition and it does not carry any sense at all. The management admitted that the workman worked as a casual majdoor on and from 1-07-1989 and his engagement was terminated

by a statutory notice issued by the S.D.O.P., 60 Exchange on 31-05-1989 and thereby the legal formalities were observed by the employer management. It is further stated that at that time the last drawn payment of majdoor was Rs. 32.25 per day and not 31.75 as stated by the workman concerned. The management denied engagement of the workman before July, 1987 nor he was engaged uninterruptedly preceding to June, 1989. He was disengaged for non-availability of work at the relevant point of time and it was never mala fide, arbitrary nor in exercise of colourable exercise of power. The management claimed that the workman never rendered continuous service in the event of his presence for 29 days in March, 1988 and 28 days in September of the same year and so the question of compliance of the provision of Section 25F of the Industrial Disputes Act, 1947 never arose and the management further denied that any casual majdoor junior to the workman was re-employed after termination of his engagement alongwith the workman concerned. The management concluded by stating that the workman on each occasion of his engagement was never sponsored by the Local Employment Exchange and was an irregularly engaged person and the workman concerned cannot be considered for reinstatement as he was a casual majdoor without bearing any post.

3. The rejoinder of the workman concerned is found to be denial of the statement made by the management employer in their written statement and also a repetition of the stories and facts made out in his statement of claim and so I do not feel it necessary to repeat the same again.

4. This matter involves a peculiar nature of claims and anti claims since the workman concerned claimed to have worked under the management for two periods—(i) during the period from 6-12-1978 to 30-12-1979 and (ii) during the period from August, 1987 to June, 1989 and on both the occasions the workman concerned has claimed that he worked for 518 days and 720 days respectively in those two periods and thus has claimed that he worked for more than 240 days and he was entitled to get statutory benefit as provided under Section 25F of the Industrial Disputes Act, 1947 by way of notice of termination, pay and compensation and though a notice of termination was received by him, it was not followed by rest of the two compliances. Thus it was claimed that the termination was bad, rather, illegal and so the termination was not at all a termination and claimed his reinstatement.

5. In this context, the workman concerned has relied upon a single evidence in his favour by way of Ext. W-1 which is a certificate issued by one Kali Shankar Bandopadhyay who happened to be Sub-divisional Officer (Phones) of 67 Telephone Exchange at 4, Dr. Probodh Banerjee Road, Howrah - 711001 at the time of granting such certificate. In the said Ext. W-1 it is found that the

present workman was stated to have worked as a casual labour from 06-12-1978 to 30-12-1979 to the said unit.

6. The granter of the certificate was firstly summoned by the workman as WW-2. In course of his examination, the said Mr. Bandopadhyay has stated that the certificate concerned was issued by him when the workman concerned approached him along with the Divisional Engineer. He also stated that the Divisional Engineer was there with the record and on verification he issued the certificate and it was true to his knowledge. Workman side, however, could not produce the witness for cross examination inspite of several opportunities. Therefore his evidence will be of no avail for the workman. There was no effort from the side of the workman to call for any attendance register or muster roll in the name of the present workman to show whether he actually worked during the period as claimed by him in 1978 to 1979 since the management side has categorically denied that he was so employed during that period even though in the service in the nature of Ext. W-1 has been produced by the workman concerned. The said document will not be sufficient to hold that the workman concerned actually worked during that period since the granting officer of Ext. W-1 was not the proper officer of the management who engaged or under whom he was working or under whose management the workman concerned was paid with his daily wages periodically. The denial of the management as stated above has become very much important since admittedly there was no letter of engagement of the workman in any date during that period nor there is letter of termination of the workman concerned.

7. If the workman concerned was stated to have worked all through the months from 06-12-1978 to 30-12-1979, then monthly calculation could have assisted the workman concerned that he worked for 240 days. But, such is not the circumstance in the present reference since as per Ext. W-1 no picture is forthcoming about the number of days he worked during the period though there is sharp denial from the side of the management that he ever worked for the management as casual labour during that period and further no other evidence in the nature of attendance register /sheet or muster roll for payment or account sheet is forthcoming bearing the name of the present workman. The certificate Ext. W-1 cannot stand in its own since the same might have been issued by the concerned officer in consultation with the office papers maintained by the management in the name of the present workman. But, no such paper is forthcoming to show, on which the granter of Ext. W-1 relied upon for preparation of the certificate concerned.

8. However, the management has taken the pain to search out from the ACG-17 being temporary advance taken on different dates during 1978 and 1979 by Shri Kali Shankar Bandopadhyay and in respect of any payment to

Shri Lakshmi Kanta Adak/Shri Puskar Chandra Kolay and prepared a list and in the said list being a part of Ext. M-5, it is found that in the month of March, 1978 to September, 1979 with each month's description separately, no payment was stated to have been made through ACG-17 to such worker.

9. Now we can take up the second stage of claim that the workman has worked in respect of his fresh engagement from August, 1987 till June, 1989. For any such engagement during those years, the management has stated that he was actually engaged for only one month during that period and that is in the month of September, 1988 for 28 days and has never admitted that he was engaged from August, 1987 onwards till June, 1989. In this context, one letter of termination has been relied upon by both the parties in which Ext. W-2 which is stated to be a notice in advance of one month from the date of termination issued on 31-05-1989 with the information that the engagement of the workman was terminated with effect from 1-07-1989 and that the name of the said workman would be struck off from the muster roll. Though a written notice of termination was issued in that occasion, practically none of the parties has taken any effort to produce the letter of engagement of the workman concerned. Muster roll and the temporary account sheets produced by the management as series of exhibits from Ext. M-5 to M-37, thus show that these are concerned for the years 1978 and 1979 in which the name of the present workman does not appear but none of the papers of the year 1987 or 1988 or 1989 has been produced from either parties.

10. Though a plea has been taken by the Learned Advocate for the workman that non-production of such document will work as withholding document, the same will go against the management and the claim of the workman should be presumed as proved that the present workman worked for 240 days during the years 1987 to 1989 as an adverse effect upon the management for such withholding. In this context Learned Advocate for the management submitted that the Evidence Act should not be treated so strictly in a reference under the Industrial Disputes Act. It has further been stated by the Learned Advocate for the management that the liability of proving that a worker has worked for more than 240 days is upon the workman who claimed such and it is not the task of the management to bring evidence to show that he did not work during that period. This has been stated by the Learned Advocate for the management both in respect of the claim of the workman concerned during the period from 1978 to 1979 and also for a long period from 1987 to 1989 since the position of law to that effect in a catena of decision is that the onus of proof for work for 240 days or more to claim benefit under Section 25F is upon the workman himself who claims it.

11. It is fact that though provision of Evidence Act need not be strictly followed in industrial dispute, even then the principle of evidence that the burden of proving a claim lies upon the person who claims, cannot be ruled out in the present context since it is the general principle of law. The responsibility never lies upon the person against whom such claim is made to prove the claim is untrue. Such role of the opposing party in a reference will be called upon only when the person claiming the existence of some fact proves the same. This Tribunal would have been happy if the workman concerned could be given with a relief as he claimed, provided he actually worked for the said period.

12. Though a question creeps in the mind of the Tribunal that when the workman concerned worked only for 28 days in September, 1988 what compelled the management to issue a letter of termination as being a statutory one since the termination would not hit the mandatory provision of Section 25F of the Industrial Disputes Act. In this context, the Ld. Advocate for the workman submitted that when the workman concerned worked only for 28 days only in total in September, 1988 what compelled the management to issue a letter of termination as being a statutory one since the termination would not hit the mandatory provision of Section 25F of the Act. In this context the Ld. Advocate for the management submitted that it was done by way of precaution from the side of the management in view of the provision thereto under the Standing Order of the management concerned. However, the view of the Tribunal should not be driven from a matter with such suspicion since a claim of statutory obligation is to be proved through proper evidence from the side of the claimant as disobedience to the same calls upon the management to some pecuniary burden by way of payment of compensation for violation of the mandatory provision of Section 25F of the Act.

12. In view of all the discussions made above, I am of the view that since no material is forthcoming to show that the workman concerned has worked for 240 days or more, this Tribunal cannot ask the management to comply with the mandatory provision of Section 25F of the Industrial Disputes Act, 1947 and thus the claim of the workman does not stand for want of proof.

13. So, the termination of Shri Lakshmi Kanta Adak with effect from 2-07-1989 cannot be held to be illegal, improper or unjustified and consequently no relief can be given to the workman concerned.

An Award to this effect is passed.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer  
Kolkata, Dated,  
The 12th April, 2011.

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1392.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमांडेंट, रेल हेड सप्लाय डिपो के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 383/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-14011/9/2000-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th April, 2011

S.O. 1392.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.383/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Commandant, Rail Head Supply Depot and their workmen, which was received by the Central Government on 25-4-2011.

[No. L-14011/9/2000-IR (DU)]

JOHAN TOPNO, Under Secy.

## ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
No. 1, CHANDIGARH

Case ID No. 383/2000

Sh. Jaishi Ram, Som Raj, Prem Chand,  
Vijay Kumar, Swaran Singh, Manjit Singh,  
Sukh Lal, Darbari Lal, Vijay Kumar  
S/o Santokh Ram, Joginder Pal  
and Onkar all  
C/o The Secretary,  
Karkhana Industrial Workers Union (Regd.),  
Gandhi Chowk,  
Pathankot.

...Applicants

Versus

The Commandant,  
Rail Head Supply Depot,  
69-COY,  
A.S.C. (Supply),  
C/o 56 A.P.O.

...Respondent

## APPEARANCES:

For the Workman : Shri D. R. Kainth  
For the Management : Colonel G. S. Bedi

## AWARD

(Passed on 21-3-2011)

Government of India, Ministry of Labour and Employment vide notification No. L-14011/9/2000-IR(DU) dated 28-09-2000 referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the Commandant, Rail Head Supply Depot, ASC (Supply), C/o 56 APO in terminating the services of 11 workmen as mentioned in demand notice of Karkhana Industrial Workers Union, Pathankot dated 26-2-1999 w.e.f. 31-3-1999 is fair and justified? If not, to what relief the workmen are entitled and from which date?"

Parties appeared and filed their respective pleadings. The reference is relating to the nature of termination of 11 workmen figured in list Annexure 2. Initially all the 11 workmen filed their statements of claim claiming parity with the permanent workers in pay and wages. But thereafter, with permission of this Tribunal another statement of claim was filed challenging the termination order of all the 11 workmen. It was contended that every workmen has completed 240 days of work in the preceding year from the date of termination. They have worked with the department from 15 to 20 years respectively. Their services were terminated w.e.f. 31-3-1999 illegally and arbitrarily.

Management appeared and opposed the claim by filing written statement. It is contended by the management that workmen have not completed 240 days of work in the preceding year from the date of termination. They cannot claim parity with permanent mazdoors in pay and wages. It is admitted that all the 11 workers were engaged as daily wage labourers and their termination was not bad in law.

Parties were afforded the opportunity for adducing evidence. On behalf of all the workmen evidence of Sh. Som Raj was recorded whereas on behalf of management the statement of Colonel G. S. Bedi was recorded. Documentary evidence has also been filed.

I have heard the parties at length and perused the entire materials on record. There is no dispute on the issue that all the 11 workmen were engaged as daily waged workers by the department. Their initial engagement/appointment is not disputed. The contention of management that they were engaged as the daily waged workers and accordingly are not entitled for the protection of provisions of Industrial Disputes Act cannot be appreciated as the provisions of Industrial Disputes Act regulate the termination of casual labours as well. The Industrial Disputes Act does not bar the termination but it is regulated in the sense that if the services of daily waged workers are no more required and daily waged worker has

substantially worked for a year, his services cannot be terminated without notice or one month wages in lieu of notice and without payment of lawful terminal dues. If it is not done the termination will be void ab initio and illegal.

The Industrial Disputes Act also regulate the services of daily waged workers in the sense that even after the lawful termination, if services of daily waged workers are required, the preference shall be given to retrenches. Meaning thereby, the right to work is recognized, protected and regulated by provisions of Industrial Disputes Act. It is a beneficial legislation and its provisions are to be interpreted and implemented purposively.

The evidence of MW-1, the witness of management makes it clear that all these workers were engaged as daily waged worker. They were working on an average 24 days in a month. Accordingly as per the evidence of the management and on perusal of the attendance registers filed by the management, it is evidently clear that every workman has completed 240 days of work in the preceding year from the date of termination. Last few lines of cross-examination of MW-1 also makes it clear that even after the termination of services of these workmen work was available and new hands were engaged as daily waged workers. It is specifically stated by witness of management that even today work is taken on daily wages. Meaning thereby, the management has violated both rights of every workman as follows:—

1. Every workman has completed 240 days of work prior to the date of termination and their services were terminated without notice without payment of one month wages in lieu of notice or without payment of lawful retrenchment compensation which makes the termination of workmen illegal and void.
2. The management is also guilty of engaging fresh hands on the same nature of work. MW1 has admitted in clear terms that even today the same nature of work is being taken from the casual workers.

Accordingly, the termination of each workman was illegal. When the termination is declared to be illegal there are two possible remedies available for redressal of grievances of workmen. The first remedy is order of reinstatement on the same position they were working prior to their termination. The second remedy is the reasonable compensation. It is the settled principle of service jurisprudence that priority should be given to the reinstatement of the workmen and in exceptional circumstances order for reasonable compensation should be passed. Moreover, it has also emerged as the settled law that when after termination of the services new hands

were engaged on the same nature of work the only remedy lies in reinstatement.

Accordingly, the management is directed to reinstate the services of all the workmen on the same position they were working prior to their termination within one month from the date of publication of Award. The reference is accordingly answered. Let Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1393.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय विद्यालय के प्रबंधन के संबद्ध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 265/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-42012/49/2000-आई आर (डी यू)]

जोहन तोपनो, अवसर सचिव

New Delhi, the 25th April, 2011

S.O. 1393.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 265/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kendriya Vidyalaya and their workmen, which was received by the Central Government on 25-4-2011.

[No. L-42012/49/2000-IR (DU)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
No. 1, CHANDIGARH

Case ID No. 265/2000

Sh. Ashok Kumar S/o Sh. Faquir Chand, V.P.O : Mansoon,  
Tehsil Pathankot, Distt. Gurdaspur

...Applicant

#### Versus

Principal Kendriya Vidyalaya, No. 3, PO: Narayangarh,  
New Cantt, Amritsar

...Respondent.

#### APPEARANCES

For the Workman : Sh. Sushant Batish

For the Management : Sh. R.K.Sharma with  
Sh. Amit Sharma

**AWARD**

Passed on: - 31-3-2011

Government of India, Ministry of Labour and Employment vide Notification No. L-42012/49/2000-1R(DU) dated 30-6-2000 referred the following industrial dispute to this Tribunal for adjudication.

“Whether the action of the management of Kendriya Vidyalaya in terminating the services of Sh. Ashok Kumar S/o Sh. Faqir Chand is legal and justified? If not, to what relief the workman is entitled and from which date?”

After receiving reference parties were informed. Parties appeared and filed their respective pleadings. The case of the workman in nutshell is that he was appointed as Group-D employee on 4-6-1990. He was dismissed from service on 14-5-93 without holding a fair enquiry. The charge against the workman was that he has not passed the middle class examination, therefore, he was not qualified for the appointment. The workman has brought to the notice of the management letter no. G-4/95/54/84 dated 17-1-96 wherein the District Education Officer Gurdaspur has certified that certificate No.37 issued to the workman is a valid document. In spite of it, this fact was not taken into consideration at the time of hearing the appeal and consequently the appeal was also dismissed. The two other charges were regarding the misconduct which the workman has never committed. No enquiry was conducted before dismissing him from the service is against the principles of natural justice.

Management appeared and opposed the claim of the workman by filing written statement. It is contended by the management that workman was issued a charge sheet on 19-3-93 and was asked to submit the reply within 10 days of the receipt of charge sheet. The workman did not reply to the charge sheet. The enquiry was therefore conducted in an ex-parte manner under the provisions of CCS Rules, 1965.

Both of the parties were afforded the opportunity for evidence. Evidence was recorded. Management was directed to file the complete enquiry proceedings and the order of the Enquiry Officer. The management could not file the enquiry report and the enquiry proceedings for the reasons that no enquiry was as such conducted. It is admitted by the witness of management that he cannot even produce the proceedings of ex-parte enquiry because the same was not conducted. Meaning thereby, punishment was awarded to the workman without conducting an enquiry. Orally it is told by the incharge Principal of the management that workman was given the opportunity to file the documents regarding his educational qualifications and on his failure to file the documents punishment order was passed. In my view such order cannot stand being violative of principle of natural justice, law, ethics and administrative conscious.

This fact has also brought to the notice of the Tribunal that workman was under the probation period. It is the settled law of service jurisprudence that if the employer is not satisfied with the work and conduct of the workman during the probation period his services can be terminated without assigning any reason. But, if any misconduct is alleged to be committed by the workman during the probation period a proper and fair enquiry is bound to be held. In this case, no doubt the workman was on probation but he was dismissed from the service on allegation of misconduct. Accordingly, a proper and fair enquiry was necessary and mandatory before passing any order of punishment.

Moreover, failure of workman to provide certain documents relating to educational qualifications cannot be the proper discharge of duties of the management to prove the charges against the workman. The charges had to be proved by the management by independent evidence which the management failed. In fact on the failure of workman to provide the certificate relating to his educational qualifications, dismissal order was passed. Accordingly, this dismissal order has no legs to stand and his accordingly quashed.

The workman was illegally dismissed from the service. Consequently, his services will be restored and it will be considered that workman was in service. The management is directed to reinstate the services of the workman with full back wages within one month from the date of publication of award. After doing so, meaning thereby, after reinstating the services of the workman and after paying the full back wages, the management will be at liberty to conduct the enquiry fresh on the basis of charge sheet submitted to the workman. This Tribunal hopes that management shall conduct a fair and proper enquiry as per rules and settled principles of law. Accordingly, this reference is answered. Let Central Government be approached for publication of award and thereafter, file be consigned to record room.

G K. SHARMA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1894.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रीकमल इंस टेस्टिंग लेबोरेटरी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 27/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-42012/169/2010-अई आन (डी यू)]

जोहन बोपनो, असास सचिव

New Delhi, the 25th April, 2011

**S.O. 1394.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.27/2010) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Regional Drugs Testing Laboratory and their workmen, which was received by the Central Government on 25-4-2011.

[No. L-42012/169/2010-IR(DU)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
No. 1, CHANDIGARH**

Case I. D No-27/2010

Sh. Kesar Singh S/o Sh. Ajit Singh,  
President, Ex-Employee of RDTP Welfare Union,  
Sector 39, Chandigarh.

....Applicant

Versus.

The Director, Regional Drugs Testing Laboratory,  
Sector 39, Chandigarh.

....Respondent

#### APPEARANCES

For the Workman : Sh. G. S. Mann

For the Management : Sh. Brijeshwar Singh Kanwar

#### AWARD

Passed on 31-3-11

Government of India, Ministry of Labour and Employment vide Notification No. L-42012/169/2010-IR(DU) dated 25-10-2010 referred the following industrial dispute to this Tribunal for adjudication.

"Whether the Contract awarded by Regional Drugs Testing Laboratory, Chandigarh to M/s. Roving Eyes Management Group, Patiala is a sham contract and contractor is a mere camouflage? If yes, whether the demand of workmen Sh. Kesar Singh and seven others (as per list enclosed) for instatement and regularization with the management of RDLT is legal and justified? If not, what relief the workmen are entitled to?"

In this reference the fate of 8 workmen is involved. The questioned to be determined is whether the contract

entered into between the management of Regional Drugs Testing Laboratory with M/s. Roving Eyes Management Group, Patiala is sham and contractor camouflage. Another issue is the consequence if the answer is positive. As stated earlier the existence of contract and contractor is admitted. It is only to be determined whether the contract is sham and contractor a camouflage? Every workman has contended that they were appointed directly by the management, they served the management under its direct administrative control and they were paid wages directly by the management and the contractor shown in between them was a camouflage. On the other hand the management has very much challenged the direct master-servant relationship between them. In my view the main issues for adjudication before this Tribunal are as follows:—

1. Whether the workmen were/are the employees of the management of RDLT - Regional Drugs Testing Laboratory, Chandigarh?
2. To what relieves, if any, workmen are entitled?

Parties were afforded the opportunity for adducing evidence. Oral evidence was recorded. Parties also filed the documentary evidence. Documents were marked Exhibits as per law. No one challenged the genuineness of the documents. Hence, the documents are absolutely admissible.

I have heard the parties and their learned counsels at length. The main arguments of learned counsel/representative of the workmen were that all the workmen were engaged by the management of Regional Drug Testing Laboratory directly. Their appointment through contractor as shown by management is illegal, being against the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. It has also been argued by learned counsel for the workmen that all the workmen were directly under the administrative control of the management. They were paid the wages by the management of Regional Drug Testing Laboratory and in fact they were the employees of the management of Regional Drug Testing Laboratory and not of the contractor.

On the other hand, learned counsel for the management submitted that there existed no relationship of employer-employee between the workmen and the management of Regional Drug Testing Laboratory. The services of the workmen were provided by the different contractors. The consolidated contracted amount was paid to the contractors by the management of Regional Drug Testing Laboratory, and thereafter, the wages of the workmen were paid by the contractors and not by the Regional Drug Testing Laboratory. It has further been submitted by the learned counsel for the management that there has been no violation of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970. If



there is a violation of the provisions of the said Act, the workmen shall not be treated as the direct employees of the management of Regional Drug Testing Laboratory, but it will result into the criminal action against the concerned authorities under the penal provisions of the said Act.

So far as the relationship between the workmen and the management of Regional Drug Testing Laboratory is concerned, it is a matter of fact and will be adjudicated on perusal of the pleadings filed and evidence adduced by the parties.

Almost by all the workmen, it is admitted that no appointment letter was issued by the management. No doubt, it is denied by the workmen that payment of wages were made good by the contractor but the documentary evidence filed by the management proved that payment to the workmen were made good by the contractor and not by the management of Regional Drug Testing Laboratory. Hon'ble Supreme Court in 2008 LLR 801, GM, ONGC Shilcher Vs. ONGC Contractual Workers Union, has laid down the criteria to establish the direct employee-employer relationship between the workman and the management of any organization. If we apply the ratio of GM, ONGC Shilcher's case (supra) the workmen have to prove the following facts to establish the employee-employer relationship:—

- (i) That there existed a relationship of master and servant, (workmen were directly engaged by management of RDTL).
- (ii) That there was no contractor appointed by the management of Regional Drug Testing Laboratory.
- (iii) The management of Regional Drug Testing Laboratory used to supervise the alleged work assigned to individual workers.
- (iv) That the management of Regional Drug Testing Laboratory took disciplinary action and called for explanations from the workers.
- (v) That the workers were paid wages by the management of Regional Drug Testing Laboratory directly and not through the contractor. At the cost of repetition, the wages were paid directly to the workers by the management of Regional Drug Testing Laboratory and the acquaintance role was prepared by the management of Regional Drug Testing Laboratory to make the payment to the workers.

If above mentioned ratio of GM, Shilcher's case is applied in all the reference, it is clear that workmen have failed to prove that they were appointed/engaged by the management of Regional Drug Testing Laboratory. There

is not a single iota of evidence on record to prove that they were directly under the administrative control of the management of Regional Drug Testing Laboratory. No doubt, it is contended by the workmen that their attendance were marked by the officers/officials of the management of Regional Drug Testing Laboratory, but it will not be sufficient to prove the administrative control over them. They were supposed to file/adduce some cogent evidence like sanction of leave application, disciplinary action taken by the management of Regional Drug Testing Laboratory, if any, etc. Thus, the workmen have failed to prove that they were under the administrative control of the management. On the other hand Regional Drug Testing Laboratory has filed the documentary evidence which proved that consolidated amount on the basis of number of days worked by the workmen were given to the contractor, and contractor on the other hand, used to pay the wages to the workmen. The management has filed all the relevant documents such as attendance sheet signed by the officers of the management of Regional Drug Testing Laboratory, order of payment based on the attendance of the workmen to the contractor, and thereafter, the payment of wages by the contractor to the workmen.

On perusal of all the evidence oral and documentary, given by the workmen, officer of the management of Regional Drug Testing Laboratory and the contractor, I am of the view that payment of wages to all the workmen were made good by the contractor and not by the management of Regional Drug Testing Laboratory. The above discussion proved that neither the workmen were appointed/engaged by the management of Regional Drug Testing Laboratory nor they were under the administrative control of the management of Regional Drug Testing Laboratory. They were also not paid the wages by the Regional Drug Testing Laboratory. Hence, their existed no master-servant relationship between the management of Regional Drug Testing Laboratory and all the workmen. In ONGC Shilcher's case (supra), Hon'ble the Supreme Court has relied upon the law laid down in Steel Authority of India Ltd. and Others Vs Nation Union Water Workers and Others AIR 2001 Supreme Court 3527(1). The question before this Tribunal is under what circumstances a contract between the management of Regional Drug Testing Laboratory and the workmen can be held to be sham and camouflage? In case the contract has been held to be sham or camouflage, the contract labour working with the management are held to be employees of principal employer himself. It depends on the facts and circumstances of each case whether the contract executed in between the management and the contractor is camouflage and sham. It is also an issue of facts and has to be decided on the basis of the facts and circumstances of the case. The court has to look into whether these facts emerged in reality or there was some

paper arrangement to make the payment good to the workmen through contractor.

In this reference the only evidence shown by the workmen is the identity cards with the contention that identity cards were issued by the management under the signature of the Director. I have gone through the identity card. It does not contain the name of any person to whom it was issued nor bear the signature of possessor. Thus, there is a force in the contention of the management that proper regularization of work of the laboratory such cards was issued to the persons who were working in any capacity with the laboratory. This identity card cannot create any relationship between the management and the workman. The management on the other hand by filing the documents has proved that on the basis of attendance a consolidated bill was prepared in the name of the contractor and the same was made good to the contractor. Thereafter, the contractor used to pay the wages to each and individual workman. Thus, there is no proof on record that any workman was directly appointed by the management. Any of them was under the administrative control of the management and any of them or all were paid wages directly by the management. It is contended by the learned counsel for the workman that payment was not made good in the presence of the officer of the management and rules relating to deductions in PF were not followed. In my view, it is also the settled law that failure of management regarding payment of wages from contractor to the workman in the presence of officer of the management and for proper deduction in appropriate accounts like PF does not vest any jurisdiction in the Court to consider the workman direct employee of the management. Moreover, this issue is elaborately discussed in next para.

The next issue for the disposal before this Tribunal is whether the workmen will be deemed to be in the services of the management of Regional Drug Testing Laboratory on account of violation of any of the provisions of Contract Labour (Regulation and Abolition) Act, 1970. It is the issue of law and has limited concern with the facts. On the issue of facts, I have already given my view that the workmen are not employees of the management of Regional Drug Testing Laboratory but their services were provided by the different contractors to the management. As this issue of law is also raised by the parties, it is the duty of this Tribunal to decide it as well. On this issue there may be three circumstances :—

- (i) There may be a case where the practice of contract labour is prohibited by the appropriate Government under Section 10(1) of the Contract Labour (Regulation and Abolition) Act, 1970.
- (ii) There may be an issue regarding the registration of establishment of principal

employer under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970.

- (iii) There may be an issue regarding the license by the contractor under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970.

The issue to be decided is whether in the case of violation of any of the provisions mentioned under Section 10(1), Section 7 or Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970, the contract labour shall be deemed to be an employee or the principal employer?

The issue has been and settled by Hon'ble Apex Court in Steel Authority of India Ltd's case (supra). Moreover, Punjab and Haryana High Court in Regional Drug Testing Laboratory and Others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh and Others 2008 LLR 391, has decided this issue after relying the ratio of Steel Authority of India Ltd, case (supra). Without mentioning the relevant paras of Steel Authority of India Ltd, case (supra) and Central Government Industrial Tribunal-cum-Labour Court's case (supra), I am relying ratio of both of the judgments, and the ratio of both of the judgments is that if there is any violation of Section 7, Section 10 and Section 12 of the Contract Labour (Regulation and Abolition) Act, then only penal provisions or Section 23 and Section 25 of the said Act are attracted. Hence, it is nowhere provided that such employees, employed through the contractor would become employees of the principal employer. I have gone through the facts and circumstances of the case. Prohibition for engaging contract labour is not in issue. It may only result in penal actions under Section 23 and Section 25 of the Contract Labour (Regulation and Abolition) Act.

Accordingly, I am of the view that none of the workmen was the employee of the management. There was no relationship of master-servant and employer and employee between and the management of Regional Drug Testing Laboratory. Thus, no questions for termination of the services of the workmen by Regional Drug Testing Laboratory arise.

From the above discussion it is absolutely clear that none of the workman was directly appointed by the management, was not under the administrative control of the management and was not paid wages directly by the management. There was a contractor duly and lawfully appointed in between the parties and a contract duly entered between the parties which authorized the contractor to provide certain human labour to the management on the terms and conditions mentioned in the contract.

Accordingly, neither the contract was sham nor the contractor camouflage. There was no master-servant

relationship between the management and the workman. None of the workman is entitled for any relief. Accordingly, this reference is answered. Let Central Government be approached for publication of Award and file be consigned to record room.

**G. K. SHARMA, Presiding Officer**

नई दिल्ली, 25 अप्रैल, 2011

क्र.आ. 1395.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया रेडियो के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 31/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-42012/3/2007-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th April, 2011

S.O. 1395.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.31/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of All India Radio and their workmen, which was received by the Central Government on 25-4-2011.

[No. L-42012/3/2007-IR (DU)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
No. 1, CHANDIGARH**

**Case ID No. 31/2007**

Sh. Satyawan s/o Sh. Sher Singh,  
Mohalla Chamaran,  
Vill-Gangwa,  
Tehsil & Distt. Hissar.

...Applicant

**Versus**

The Executive Engineer,  
All India Radio,  
Akashwani Kender,  
Hissar.

...Respondent

#### APPEARANCES:

For the Workman : Sh. Tara Chand Dhalwai.

For the Management : Sh. Sanjeev Sharma.

#### AWARD

(Passed on: - 3-3-11)

Government of India, Ministry of Labour and Employment vide Notification No. L-42012/3/2007- IR (DU) dated 21-5-2007 referred the following industrial dispute for adjudication to this Tribunal.

"Whether the action of the management of All India Radio, Hissar in terminating the services of their workman Sh. Satyawan, w.e.f. 6-2-2001, is legal and justified? If not, to what relief the workman is entitled to?"

After receiving reference, parties were informed. Parties appeared and filed their respective pleadings. The case of the workman in nutshell is that he was employed by the Respondent-Management in the month of March, 1998 on the post of Peon-cum-Mali. He has continuously worked as such up to May, 2001. He had completed 240 days of work in the preceding year from the date of his termination. The salaries were paid to him mostly in his name and sometimes in the name of Ratti Ram and Sohan Lal under his thumb impression. This was unlawful labour practice committed by the management. Juniors to him were retained in service. After the termination of his services new hands were engaged. No notice or one month wages in lieu of notice and any retrenchment compensation was paid to the workman prior to his termination. As per the contention of workman, this makes his termination illegal and void being against the provisions of the Act. On the basis of above, the workman has prayed for setting aside the termination order and for the consequential order, reinstating him along with consequential benefits.

The management appeared and filed the written statement. It has been the contention of the management that workman has intermittently worked on partime basis. He had not completed 240 days of work in the preceding year from the date of his termination. He was paid the wages for the work he was entrusted and had discharged. It is specifically contended by the management that Sh. Ratti Ram and Sh. Sohan Lal were also the part time workers in between 1999 and 2001. No junior was retained in service and no appointment was made after disengagement of the workman. The nature of initial appointment has also been challenged by the management. It has been further contended that there is no post of Peon-cum-Mali sanctioned to the office the workman was working.

Both of the parties were afforded the opportunity for adducing evidence. Management has filed the

certified copies of the documents relating to service of workman particularly the payment of wages. On behalf of the workman, workman himself filed the affidavit and he was cross-examined by learned counsel for the management. The statement of Sh. Mahavir Singh, Sh. Ishwar Singh, Sh. Patram were recorded on behalf of the workman. On behalf of the management, Sh. S.K. Saxena has filed the affidavit and he was cross-examined by learned counsel of the workman. I have heard the parties in person and their learned counsels at length.

Prima facie there is contradiction in the pleadings and attempt to prove the facts pleaded by the management. In its written statement, the management has admitted the workman to work as casual worker. But in evidence the witness of management has stated the workman to work on contract basis. This diversion from pleadings to attempt to prove the pleadings is on the basis of a word "Theka" used in all the bills by which the workman was paid the wages. Thus, the preliminary question before this Tribunal is whether the management has engaged the workman as Contractor for doing certain things and discharged certain responsibilities or the workman was directly engaged as casual worker and payment was made good by the management directly. Indirectly in its attempt to prove the facts pleaded, the management has challenged direct employer and employee relationships between the workman and the management. Hon'ble Apex Court in series of judgment has laid down the guidelines under which the workman can be considered to be employee of principal employer. The latest judgment in this regard is GM ONGC Shilcher Vs. ONGC Contractual Worker Union 2008 LLR 801, (Supreme Court) in which the principle laid down by the Hon'ble Apex Court in Steel Authority of India Limited and Others Vs. National Union Water Workers and Others AIR 2001 Supreme Court 3257 (1) was relied upon by the Hon'ble Apex Court. To consider the direct employer and employee relationships between a workman and the management, following conditions should be established —

1. That the workman was directly engaged by the management.
2. That there was no contractor in between the workman and the management.
3. That workman was directly under the administrative control of the management.
4. There was a master-servant relationship between the two, and
5. The remittance of rolls were prepared by the management itself directly in the name of workman and wages were paid directly.

The management has challenged this direct relationship on the basis of word "Theka" used in Bill/ Cash Memo by which the payment of wages were made

good to the workman. In every document relating to the payment of wages, word "Theka" is used. It is the settled principle of interpretation of any document that a particular word should not be construed in isolation. It should be construed to boost the administrative intention purposively. In its written statement, the management has admitted that workman was engaged as casual worker. There is not a single word in written statement that services of the workman were provided with on contract. Thus, the administrative conscious of the department cannot be considered to be guided by a single word used in the instrument as "Theka". Entire instrument has to be considered and construed for the purpose of its meaning. The administrative intention behind using the word "Theka" is very much clear that it is used to prevent the workman for claiming any lawful right under the Industrial Disputes Act. On perusal of the materials on record, it is evidently clear that workman was directly engaged by the management. He was paid wages directly by the management. He was under the administrative control of the management. There was no man in between the management and the workman. Thus, the word "Theka" used in Cash Memo/Bills will have no adverse effect on direct relationship between the workman and the management. The conduct of the management which reflects from the written statement also supports it. At the cost of repetition, the management has admitted in written statement to engage the workman as casual worker. Accordingly, there was an employer and employee relationship between the workman and the management.

The second issue raised by the workman is that mostly he was paid wages in his name but on same occasions he was also paid the wages in the name of two persons namely Sh. Ratti Ram and Sh. Sohan Lal. The management has denied with the contention that Ratti Ram and Sohan Lal also worked on part-time basis in between the same period the workman has worked. In para No. 3 of the written statement in last line, it is clearly stated by the management. But in its evidence the witness of management Sh. H. K. Saxena has stated that only Ratti Ram has worked in AIR on contract basis for 28 days. Whereas, the witness of management has contended that Sh. Sohan Lal had never worked with AIR. Again there is a contradiction in pleadings and the attempt to prove the facts pleaded. The management has provided with the addresses of Sh. Ratti Ram and Sh. Sohan Lal. The member of concerned ward appeared before this Tribunal and deposed on oath that no such person ever resided in the ward and on the address provided with by the management. Nothing adverse could trace out in the cross-examination of both of the witnesses. Management was given opportunity to produce before this Tribunal, both of these persons who have, as per the facts pleaded, worked with the department as casual worker but the management failed. It makes it absolutely clear that there is a substantial force in the contention of the workman that he was paid wages

sometimes in his name and sometimes in the name of these two persons. It is absolutely clear that management was guilty of unlawful labour practice regarding the payment of wages to the workman. The contention of management, that workman has not raised this plea during service cannot be considered at this stage because of the disparity in social economic conditions of both of the parties. It is very well clear from the cross-examination of workman as W1.

Now, the question arises whether the workman has completed 240 days of work in the preceding year from the date of his termination. As per the documents provided with by the management if the notional breaks are also counted the workman has completed 240 days of work in the preceding year from the date of his termination. Admittedly, no notice was given to the workman prior to his termination. No one month wages was paid and no lawful terminal dues were also paid before the termination of the workman which makes the termination of the workman illegal and void ab initio.

Whenever the termination of any workman is declared to be illegal and void ab initio being against the provisions of the Act, there are two possible remedies available. The first remedy is reinstatement of the workman on the same position he was working prior to his disengagement and secondly, the payment of reasonable compensation. It is the settled law of service jurisprudence that priority should be given on reinstatement of the workman. It is also the intention of Industrial Disputes Act. The Tribunal should act for regulating and protecting the right to work of the workman. It should be in the exceptional circumstances that a reasonable compensation should ordered to be paid to the workman.

It is the case of the management that there is no post of Mali-cum-Gardener in the office. It was only one post of Group-D employee which was filled in by transferring a permanent employee from another office. It is hereby made clear that for taking the casual work for the permanent post is not sine qua non. For the right of regularization of services of a casual worker a permanent post is required. It is also the settled law that any casual worker has no right to post. The casual nature of work can be taken from any person even without creating any post. If the work is of permanent nature and as such available, the services of casual worker cannot be terminated without following the provisions of Industrial Disputes Act. Thus, there are two types of workers i.e. workers permanently appointed against the sanctioned post and the casual workers appointed in exigency of work. The workman Sh. Satyawan was engaged for exigency of work and the work which was deputed to him and discharged by him was of permanent nature because green belt and green area surrounding office and the residential colonies is one amongst the agendas of the State.

From the above observation, it is clearly established that workman was engaged directly as casual worker. He

has continuously worked. The notional breaks given in between two engagements were given with the intention to deprive the workman from exercising his lawful rights accrued under the Industrial Disputes Act. He has completed 240 days of work in the preceding year from the date of his termination. His termination was illegal and remedy for illegal termination is his reinstatement on the same position he was working prior to his termination. Accordingly, the management is directed to re-instate the workman within one month from the date of publication of award.

Let Central Govt. be approached for publication of award and, thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.अ. 1396.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार को सूचित है कि प्रबंधन के संबंधित विवादों और उनके कार्यकारी को बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/क्षम न्यायालय नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1298/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-40012/91/2006-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th April, 2011

S.O. 1396.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1298/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BSNL and their workmen, which was received by the Central Government on 25-4-2011.

[No. L-40012/91/2006-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
No. 1, CHANDIGARH  
Case ID No. 1298/2007

Sh. Krishan Kumar, S/o Sh. Biru Ram,  
Vill. & P.O. Rassina,  
Kaithal.

Applicant

**Versus**

The General Manager,  
BSNL, Sector 8,  
Kamal

....Respondent

**APPEARANCES**

For the Workman : Sh. R. S. Longia

For the Management : Sh. Anish Babbar

**AWARD**

Passed on : - 2-3-11

Government of India, Ministry of Labour and Employment vide Notification No. L-40012/91/2006-IR (DU) dated 1-2-2007 referred the following industrial dispute for adjudication to this Tribunal :

"Whether the action of the management of the General Manager, BSNL, Jind in terminating the services of their workman Sh. Krishan Kumar w.e.f. 13-9-2004 is legal and justified? If not, to what relief the workman is entitled to?"

After receiving the reference parties were informed. Parties appeared and filed their respective pleadings. The case of the workman in nutshell is that he was appointed as part-time Sweeper vide appointment letter No.E-12/PTS/9 w.e.f. 12-8-1991 in Telephone Exchange Rassina, Distt. Kaithal. He was paid a consolidated salary of Rs.219 per month. He was working for more than four hours in a day. As per the instructions of the department dated 16-9-1999, the part time workers working for four hours a day were entitled to salary at the rate of Rs. 1400 per month and on completion of one year part time services, they become entitled to be regularized and converted into full time regular Mazdoor in regular pay-scale. The workman moved an application under the Minimum Wages Act before the appropriate authority in August, 2004. On receiving the notice of his application, the management-respondent terminated his services on 31-8-2004. He had completed 240 days of work in the preceding year from the date of his termination. No notice was given to him nor was he paid one month wages in lieu of notice and any retrenchment compensation as per rules. Ten juniors to him were retained in services and their services were regularized as per the abovementioned circular letter. On the basis of above the workman has prayed for setting aside the termination order and a suitable order reinstating him into the services with backwages along with the benefit of circular letters for converting the part time Sweepers into the full time regular Mazdoor on full time regular pay.

The management appeared and opposed the claim by filing written statement. It is contended in the written statement that workman has not filed the claim with clean

hands. He has concealed certain facts regarding raising an industrial dispute earlier and filing a writ petition before the Hon'ble High Court. On merits it was contended by the management that no appointment letter was issued to the workman and so-called appointment letter dated 14-7-1992 is a local arrangement for payment of wages. No application under Minimum Wages Act was moved by the workman and the management has not terminated the services of workman. It has also been contended by the management that ten persons referred in the claim-petition were not junior to the workman as no seniority list was maintained by the department. Their case was entirely different than the petitioner and the workman cannot claim parity with them. It has been further contended that instructions dated 16-9-1999 were not applicable in the case of workman.

Both of the parties were afforded the opportunity for adducing evidence. Sh. Krishan Kumar the workman and on behalf of the management Sh. Shankar Lal Singh and Sh. Bodhraj filed the affidavits. All the witnesses were cross-examined by their respective opponent learned counsels. Policy dated 16-9-1999 is on record. Workman has filed the appointment letter. On direction of this Tribunal service record of nine persons were summoned. The management could not produce the service record of one person. It was promised by the management that the same shall be provided to this Tribunal within 15 days from the date of closing the evidence of management i.e. from 17-8-2010. But the same has yet not been filed. Accordingly, adverse inference shall be taken of this issue.

I have heard learned counsels for the parties at length. I have perused all the materials on record. The workman has filed original appointment letter which was marked as W2. The contents and the genuineness of this document have not been challenged by the management. The workman has specifically stated and proved that he was appointed on 18-12-1991 vide Memo No.E-12/PTS/9 as part time Sweeper. The management without touching the issue of this appointment letter has contended that the letter which the workman is showing as the appointment letter is just a pay order. The original appointment letter is on record which clearly shows that workman Sh. Kishore Kumar S/o Sh. Biru Ram was appointed as the part time Sweeper in Telephone Exchange Rassina w.e.f. 9-13-1991. The wages has been fixed as the basic pay 94+D.A. On perusal of the materials on record, it is evidently clear that there is no dispute on the issue that initial appointment of the workman was lawful. It is also established that an application under the Minimum Wages Act was moved by the workman. The copy of application is on record which prima facie established and proved the contention of the workman that during the adjudicatory process of this application the workman was asked not to come for work. This act of the management

shall be considered as retrenchment as per the definition of the retrenchment given under the Industrial Disputes Act.

Another contention of the management is that the policy dated 16-9-1999 was not applicable in the case of workman because he was working less than four hours. I have gone through the policy. The policy only protects the interest of those part time sweepers who were working for four hours or more during the period in question. In the appointment letter of the workman it is nowhere mentioned that for how many hours he has to work in the office. But on the basis of the pay fixed to the workman, if compared with the basic pay of another workman, whose services were regularized later on and whose files are available for perusal of this Tribunal, it is clear that workman was working for more than four hours a day. He was paid wages for the work more than four hours in a day.

Moreover, out of nine files provided to this Tribunal the benefit of both of the circulars has been given to these nine persons for regularizing their services and for converting them from part time sweeper to full time regular Mazdoor. The management in its written statement has also admitted that apart from this policy dated 16-9-1999, there was one more policy of 2000 which covered the cases of those part time sweepers who were working less than four hours a day. Meaning thereby, even if it is considered for the sake of convenience that workman was working less than four hours a day, he was also entitled for the benefits of policy of 2000 under which the services of several persons were regularized by converting them to full time regular Mazdoor.

On perusal of the materials on record, it is also evidently clear that on the direction of the Hon'ble High Court of Punjab and Haryana, the application moved by the workman was decided by the management vide order dated 13-4-2006. Hon'ble High Court of Punjab and Haryana has directed the management to disposed off the application of workman dated 21-9-2005 (so-called legal notice) within a period of two months from the receipt of certified copy of the order. I have gone through the order dated 13-4-2006 passed by the management on the said legal notice. The case of the workman was declined solely on the ground that his case is not covered under the scheme of 1999. The scheme of 2000 was very well in the notice of management on 13-4-2006, but reasons known to it, it was not mentioned in this order. Several persons whose name figured in the statement of claim were given the benefits of policy 1999 and 2000, but the case of workman was ignored all together. It is true that workman has not mentioned the policy of 2000 in its statement of claim and has not sought any relief under that policy. But, in my view, justice cannot deny to any person because of ignorance of any procedure of circular letter due to socio-

economic backwardness. The workman was a part time sweeper. He was naturally a class different than the management as per the socio-economic condition. In case of disparity of socio-economic condition, the law, justice and equity extends the jurisdiction of this Tribunal to maintain the balance that no one is in the position to suppress the lawful rights of others. In this case the management has taken benefit of its position and has suppressed the rights of workman. On a lawful appointment the workman worked from 1991 to 2004. He has devoted almost 13 valuable years of his life to the management. On one fine morning when he started to exercise his lawful rights as per the law, his services were terminated. It is not an issue that workman has not completed 240 days of work in the preceding year from the date of his termination. Undoubtedly he has completely and his termination from the service was bad in law void and illegal. It was the unlawful labour practice adopted by the management. This Tribunal is not hesitating to call it unlawful labour practice because the services of the workman were terminated to prevent him to exercise a lawful right which accrued in his favour under the law of the land. Accordingly, the termination of the workman was void and illegal.

The management cannot escape from its responsibility on the ground that no seniority list was maintained to part time sweepers. It was the responsibility of the management to maintain a seniority list and to abide by and honour the same. Moreover, from the service files of all the nine persons, it is established that all these nine were junior to the workman and initially they were appointed as part time sweepers. Thus, there is no force in the contention of the management that the case of workman is on different footing than the case of nine persons whose service records have been provided to this Tribunal. The service record of one person has yet not been provided and this Tribunal will not hesitate to take adverse inference. The nature of adverse inference shall be to consider the case of workman akin, similar and same that of the 10th person whose service record was not provided with.

Management is a public undertaking and a Central Government Department. It is a reasonable expectation of the public at large from a Central Government Department that it will work and function as a role model employer. The act of management in this case seems to be the different. Irrespective of having two policies of the year 1999 and 2000, no benefit of the policy was given to the workman and his services were arbitrarily terminated. The benefit of these policies were given to the similarly situated persons. Thus, denial of benefits of these policies to the workman is violative of Article 14, 15, 16 and 21 of the Constitution. It is true that reasonable criteria may be maintained for making a distinction between the two groups as the exception of right to equality, but there



should be a reasonable nexus between the criteria adopted and the objects to be achieved. In this case there is no distinction between the criteria and the objects to be achieved. Hence, the act of management is violative of right to equality and right to life and personal liberty and accordingly void.

As stated earlier, the services of the workman were terminated illegally against the provisions of the Act. He was illegally denied the benefits of policy of 1999 and 2000. This act of the management was also violative of Article 14, 15, 16 and 21 of the Constitution. The workman shall be considered for the purposes of benefit of these policies continue in service. In case any junior is retained in service and he is given any benefit of circular letter of 1999 and 2000, the only remedy lies in reinstatement of the service of the workman with full back wages. His seniority shall also be protected. Accordingly, the management is directed to reinstate the services of the workman within one month from the date of publication of Award with full backwages and continuity in service.

Generally, the Tribunal should keep itself away from passing any order of regularization of service. But in this case injustice will be caused to the workman if order of such nature is not passed by this Tribunal. The workman was illegally denied the benefits of policy of 1999 to 2000. The management is also directed to give the benefit of these policies in the same way the other persons were benefited from the day the workman was legible for the benefits. This Tribunal directs the management to give this benefit as well within one month from the date of publication of Award.

Accordingly, this reference is answered. Let Central Government be approached for publication of Award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1397.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोक्ताओं और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 131/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-40012/38/2002-आई आर (डी.यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th April, 2011

S.O. 1397.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref.

No.131/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 25-4-2011.

[No. L-40012/38/2002-IR(DU)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
No. 1, CHANDIGARH

Case I. D. No-131/2002

Sh. Sahib Singh, C/o Sh. N.K. Jock,  
27349, Lal Singh Basti Road,  
Moh. Hari Nagar,  
Bhatinda.

....Applicant

versus

The General Manager,  
Telecom Deptt. of Telecom,  
Amritsar.

....Respondent

#### APPEARANCES

For the Workman : Sh. Amit Sharma

For the Management : Sh. Anish Babbar

#### AWARD

Passed on : - 22-3-11

Government of India, Ministry of Labour and  
Employment vide Notification No. L-40012/38/2002-IR  
(DU) dated 24-7-2002 referred the following industrial  
dispute to this Tribunal for adjudication.

"Whether the action of the management of General  
Manager, Telecom Amritsar in terminating the  
service of Sh. Sahib Singh S/o Sh. Joginder Singh,  
workman w.e.f. 28-2-99 is just and legal? If not, to  
what relief the workman is entitled and from which  
date?"

After receiving reference parties were informed.  
Parties appeared and filed their respective pleadings. The  
case of the workman in nutshell is that he was working as  
workman in Telephone Communication Department,  
Amritsar continuously from 1-1-1988 to 28-2-1999. He was  
drawing a salary of Rs. 2, 138 per month. His services were  
terminated on 28-2-1999 without any notice or without  
payment of one month wages in lieu of notice and without



payment of lawful retrenchment compensation. He has completed 240 days of work in the preceding year from the date of his termination. Junior to him was retained in service against the provisions of Industrial Disputes Act.

The management appeared and opposed the claim by filing written statement. The management has challenged the very master-servant relationship between management and the workman on the contention that his services were provided with to the management through a Contractor on outsourcing. Management has also filed photocopy of the contract agreement entered into between the Contractor and the management. It is further contended that workman was not engaged by the management, so, no question of termination arises. No junior to him was retained in the service and the management has not violated any provisions of Industrial Disputes Act.

Both of the parties were afforded the opportunity for adducing evidence. The workman filed his affidavit and he was cross-examined in detail by learned counsel for the management. The workman also filed a document relating to his muster rolls prepared and maintained by the department. On the other hand, as stated earlier, the management has filed photocopy of the contract agreement by which management is said for supplying labour on contract. On the perusal of the material on record, it is evidently clear that this case is of no evidence. It is the settled principle that workman has to prove that he had worked for 240 days in the preceding year from the date of his termination. Even if the workman is able to prove it prima facie, the court can consider that he has discharged his duties. To discharge his primary duty the workman has filed a job card which is said to be prepared by the management. It is contended by the workman that this job card is prepared by the management. But it nowhere contains any seal of office which prepared it. Moreover, on the opening page certain columns are entered into by the workman himself. From the entries it is not clear that these entries are relating to the workman. No doubt a photo is also affixed on the face of this document but in absentia of name, sign and official seal of the department this documents in my view cannot be relied upon. The personal record of employment on muster roll is prepared by the department. Entries on the opening page should have been by any officer or official of the department and not by the workman himself. Even if this document which in my view is not reliable is taken into consideration, it does not prove that workman has completed 240 days of work in the preceding from the date of his termination. Reason known to the workman, he has also failed to ask the management for filing documents. He has not asked the management to provide with the documents relating to the service of workman. There is no application on record with prayer to summon the record with the management. There is one application which is

regarding submission of the document whose fate is discussed above. So far as the contention of the management is concerned that workman was a contractual worker is also not reliable because the contract agreement filed by the workman is of different period. But as stated earlier it is the primary duty of the workman to prove his case which he has utterly failed. Accordingly, I am of the view that workman has failed to prove that he has substantially worked with the management and has completed 240 days of work in the preceding year from the date of his termination. He is not entitled for any relief. The Industrial Dispute is accordingly answered. Let Central Government be approached for publication of Award and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer.

नई दिल्ली, 25 अप्रैल, 2011

का.अ. 1398.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार बैल्लारी आयरन और प्राइवेट लिमिटेड, बैल्लारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या 40/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-4-2011 को प्राप्त हुआ था।

[सं. एल-26011/10/2006-आई आर (एम)]  
जोहन तोपनो, अवर सचिव

New Delhi, the 25th April, 2011

S.O. 1398.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2006) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Bellary Iron Ores (P) Ltd. Bellary and their workman, which was received by the Central Government on 25-4-2011.

[No. L-26011/10/2006-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

"Shram Sadan"

G. G. Palya, Tumkur Road,

Yeshwantpur, Bangalore - 560 022

Dated : 17th March 2011

PRESENT : Shri S. N. NAVALGUND, Presiding Officer

C. R. No. 40/2006

**I Party**

1. Sh. Shiva Murthy,  
S/o Sh. Basappa, Near Anjaneya Temple,  
Vinayaka Nagar, Opp. Bellary Spinning Mill,  
Hospet Road,  
Bellary-583 204.
2. Sh. Krishnam Murthy,  
S/o Sh. Aswathappa, Near Anjaneya Temple,  
Vinayaka Nagar, Opp. Bellary Spinning Mill,  
Hospet Road,  
Bellary-583 204.
3. Sh. Oblesh,  
S/o Sh. Hanumanthappa, Near Anjaneya Temple,  
Vinayaka Nagar, Opp. Bellary Spinning Mill,  
Hospet Road,  
Bellary-583 204.
4. The General Secretary,  
Sh. ARM Ismail,  
Iron Ore Labour Union,  
D-10, Durgappa Complex,  
KC Road,  
Bellary-583 101.

**II Party**

Sh. S. Y. Modi,  
Managing Director,  
Adm. Office: 60/356-A,  
Modi Bhavan,  
Hospet Road,  
Allipur,  
Bellary-583 105.

**APPEARANCES**

- I Party : Shri Muralidhara, Advocate  
II Party : Shri M. M. Swamy, Advocate

**AWARD**

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) and Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No.L- 26011/10/2006-IR (M) dated 26-9-2006 for adjudication on the following schedule :

**SCHEDULE**

"Whether the action of M/s. Bellary Iron Ores Private Limited of VGM Group of Industries, Bellary in terminating the services of workmen Sh. Shiva Murthy, Shri Krishnamurthy and Shri Oblesh ex. Number taker without complying the mandatory provisions of Industrial 'Disputes Act, 1947 is justified? If not to what relief the workmen is entitled to?"

2. The I party workmen in the joint claim statement filed by them on 19-11-2007 claimed that the II party which has an establishment engaged in mining activities employed more than 100 workmen for the said purpose

and that they joined the services of the II party during September 2003 and rendered blemishless services till 05-09-2001, but for the reasons best known to the II party w.e.f. 05-09-2004 they were not allowed to resume duty probably because they had demanded for payment of earned wages for the month of August, September and October 2004 and that their several attempts to report for duty went in vain and finally they approached the Iron Ore labour Union to help them to get justice and accordingly it had addressed a letter to the ALC(C) on 01-12-2005 and sought the intervention of that authority and II party in the conciliation while admitting that they worked for one year contended that they have orally terminated their services w.e.f. 31-08-2004 and the conciliation ended in failure. It is further claimed that in the circumstances denial of job amounts to termination of their services arbitrarily without following due process of law which do amounts to retrenchment and the same is void ab initio, in operative as such holding the termination as unjust illegal, arbitrary, void ab initio and in operative direction be issued to II party to restore them to their Original Post with continuity of service and other consequential benefits they are entitled to.

3. The II party filed their counter statement through A. Srinivasa Murthy, S/o Late A. Subramanyam said to be agent of the II party. In the said counter statement it has been stated that the II party run Iron Ore Mines in Sy. No.1 of H.Siddapuram Village, D.Hirehal Mandal, Anantapur District of Andhra Pradesh, therefore, this tribunal has no jurisdiction and CGIT, Hyderabad will have its jurisdiction. It is further stated that all the three workmen were orally appointed as Number Takers at Loading Station at Bellary Cantonment Railway Station on 01-12-2003 since there was heavy loading of rakes and as they were receiving lot of complaints about missing of the trucks and there was heavy demand for Iron Ore and Fines in the local market, in order to arrest the stealing of Iron Ore Trucks they appointed Private Security Personnel. These three workmen were found excessive and hence they were orally terminated on 31-08-2004. It is further contended that though the I party were not entitled having not completed one year of service they did offered them one month notice pay but they insisted only for re-employment for which the management did not agree and that they waited till date to receive claims if any from these three persons and that they do not have any possibility of taking them into their employment and that they are ready to pay them one months notice pay if ordered.

4. After filing of counter statement by the II party several opportunities were provided to lead evidence to substantiate their action but same was not availed as such when I party was called upon to lead evidence, all the three workmen filed their affidavit swearing to the facts stated in the claim statement and confirmed same on oath as true and correct by examining themselves as WWI,

WW 2 and WW 3 respectively. In the evidence of WW 1 they also got marked copies of Joint Representation dated 28-10-2004, Joint Representation dated 28-10-2004, Joint Representation dated 28-10-2004. Letter written by Union to II party dated 21-12-2004, Reply of II party to RLC(C), Bellary dated 23-02-2005 and Rejoinder by the Union to RLC(C), Bellary dated 13-03-2006 as Ex W-1 to Ex W-6 respectively. Even after recording evidence of I party workmen several opportunities were given for the II party and its counsel to address arguments but they did not avail. Ultimately hearing the arguments addressed by the I party counsel posted for award.

5. On appreciation of the assertion made in the claim statement by the I party workmen contention taken in the counter statement filed by the II party, oral and documentary evidence placed on record by the I party workmen, I am of the considered view the impugned action of the II party is not justified in terminating the services of the I party without complying the mandatory provisions of ID Act and that they are entitled for restoration of their services with full backwages, continuity of service and all other consequential benefits that they would have received if not terminated for the following reasons.

#### REASONS

With regard to the claim of the I party workmen that from September 2003 till 05-09-2004 date on which they were allegedly not allowed to resume duty, they continuously worked as such denial of job from 05-09-2004 without following procedure laid down under Section 25 (f) i.e., one month notice or one month notice pay, 15 days wages for each year service and following the procedure as last cum first go amounts to the retrenchment, hence they are entitled for the for restoration of their job with direction to give them full backwages, continuity of service and all other consequential benefits that they would have been entitled if their services were not terminated, in the counter statement it is contended that the I party workmen were being orally appointed as Number Taker at Bellary, Cantonment Railway Station on 01-12-2003 and their services were orally terminated on 31-08-2004 having not completed one year service they are not entitled for any relief, in spite of it they had offered to give one month's notice pay which was not accepted by them insisting only for re-employment they are not entitled for any relief. The II party failed to place on record any documentary evidence expected by them to show that these workmen were appointed on 01-12-2003 and being terminated on 31-08-2004. On the other hand in the reply before the Conciliation Officer filed on 25-02-2005 copy of which has been produced at Ex W-5 it has been admitted these workmen have been in their

employment for about one year, therefore, the claim of the I party workmen that they had worked for one year as Number Taker with the II party cannot be disbelieved. Therefore, as rightly urged on behalf of the I party workmen contravention there of attract the provisions of Section 25 (f) (b) and renders retrenchment void ab initio, which postulates one month notice in writing indicating the reasons for retrenchment or wages in lieu of such notice; payment of compensation equivalent to 15 days average pay for every completed year of service or any part thereof in excess of six months and notice to appropriate government in the prescribed manner. Since admittedly none of these conditions are complied before asking the I party workmen not to resume duty it amounts to illegal retrenchment contention of the II party management though the I party had not completed one year service they did offer one month notice pay and it was refused by the I party workmen is of no avail to the II party and more over there is no material to believe this aspect of II party case i.e., having offered one months notice pay to the I party workmen. In view of these facts evincing of the case on hand as laid down by the Hon'ble Apex Court of our country in the case of Harjinder Singh and Punjab State Warehousing Corporation reported in 2010 II LLJ 277 (SC) relied on by the learned counsel for the I party workman, it is imperative on the part of II party to restore the work to the I party workmen and to pay the full backwages with continuity of service and all other benefits they would have been entitled but for their illegal termination. As far as the contention of II party regarding exclusion of the jurisdiction of this tribunal no evidence being brought on record to substantiate the same, I find no material to accept this contention. In the result, I pass the following award :

#### ORDER

The reference is allowed and impugned action of M/s. Bellary Iron Ores Private Limited of VGM Group of Industries, Bellary in terminating the services of workmen Sh. Shiva Murthy, Shri Krishnamurthy and Shri Oblesh ex. Number taker without complying the mandatory provisions of Industrial Disputes Act, 1947 is unjustified and consequently the II party is liable to restore their work with continuity of service, full backwages and all other consequential benefits that they were entitled to but for their illegal termination. Under the circumstances, I also feel it just and proper to direct the II party management to pay cost of Rs. 2000.00 (Rupees Two Thousand only) to each I party workmen.

(Dictated to UDC transcribed by him, corrected and signed by me on 17th March 2011)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1399.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल एण्ड नेचुरल गैस कारपोरेशन लिमिटेड, देहरादून, उत्तराखण्ड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 85/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-30012/8/2001-आई आर (एम).]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th April, 2011

S.O. 1399.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2001) of the Central Government Industrial Tribunal/Labour Court, Lucknow, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil & Natural Gas Corp Ltd., Dehradun, Uttarakhand and their workman, which was received by the Central Government on 25-4-2011.

[No. L-30012/8/2001-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present : N.K. Purohit, Presiding Officer

I.D. No. 85/2001

Ref. No. L-30012/8/2001-IR(M) dated: 10-05-2001

#### BETWEEN

Sh. Shish Pal Singh,  
S/o Sh. Bachan Singh,  
R/o Kanoli Post Gujrada,  
Dehradun - 248001

#### AND

The Director,  
Oil & Natural Gas Corp. Ltd.,  
Keshava Dev Malviya I.P. E.,  
Kaulaharh Road  
Dehradun- 248001.

#### AWARD

14-07-2009

1. By order No. L- 30012/8/2001-IR(M) dated: 10-05-2001 the Central Government in Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of

sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute Sh. Shish Pal Singh S/o Sh. Bachan Singh, R/o Kanoli Post Gujrada, Dehradun and the Director, Oil & Natural Gas Corp. Ltd. Keshava Dev Malviya, I.P. E., Kaulaharh Road, Dehradun for adjudication.

2. The reference under adjudication is: "Whether the action of the management in terminating the services of Shri Shish Pal Singh, who was engaged in prohibited category of work as peon w.e.f. 8-11-98 is justified? If not for what relief he is entitled?"

3. The case of the workman, in brief is that he was appointed on the vacant post of peon, which was of permanent nature, under the management of ONGC on 22-07-96 and performed his duties up to 08-11-98 when his services were terminated, without any prior notice or notice pay in lieu thereof or any retrenchment compensation, by the employers. It has been submitted by the workman that during his tenure he was provided medical facility, gate pass, identity card etc. and was transferred internally, like other employees of ONGC, from one department to the other in the interest of organization by oral orders. The workman has also submitted that he had worked continuously for more than 240 days in preceding twelve months from the date of his termination; accordingly, the retrenchment of his services is against the provisions of Section 25F of the Industrial Disputes Act, 1945 as well as principles of natural justice. It has been alleged by the workman that many class IV employees, junior to him, were employed with the employers subsequent to the date of his termination in violation of rule 'first come last go.' Accordingly, the workman has prayed that termination of his services by the employer w.e.f. 08-11-98 be declared unjustified and illegal and be reinstated with continuity in service and back wages.

4. The management of the ONGC has refuted the claim of the workman by filing its written statement wherein it has specifically denied that any post of Peon exist with them and the workman, Seesh Pal Singh was ever employed by them in the said capacity; rather he was employed by contractor M/s. D.P. Khanduri, therefore, there arise no question of terminating his services or transferring him within the organization or completing 240 days continuously in preceding twelve months prior to his alleged termination. Regarding providing medical facility, gate pass, identity card etc. it has been submitted by the management that same were available to him as an employee to M/s D.P.Khanduri who entered the premises of ONGC in the said capacity. It is also contended that on the same facts and relief the workman filed 3 writ petitions before Hon'ble Allahabad High Court which have been dismissed therefore, principles of res judicata operate in the present matter & reference under adjudication is not maintainable.

Accordingly, the management of ONGC has prayed that the claim of the workman be rejected without any relief as prayed by him.

5. The workman has filed rejoinder whereby it has only reiterated its averments in the statement of claim and has introduced nothing new.

6. The parties submitted documentary evidence in support of their respective cases and the workman has examined himself as witness whereas opposite party examined Sri D.V. Sharma & Dr. Joydev Kumar in support of their respective cases.

7. In support of his claim the workman has filed photo copies of the following documents :

1. Temporary gate pass on 30-7-97(1/1)
2. Office order dt. 13-11-97, issued by B.R.G. KDIMPE, ONGC regarding work distribution to ministerial staff wherein his name is said to be mention at sl.no.5 (4/8).
3. Letter dt. 24-10-97. by Sri Joy Deo address to Medical Officer, ONGC Hospital, Dehradun to examine Sheesh Pal Singh contingent worker in Study Divn. (BSD) (4/6).
4. Letter of 29-7-98 for treatment of the Sheesh Pal Singh in the BSD Hospital (4/7).
5. Work reports given by Chief Geologist BSD from 1-6-98 for extending period of gate pass of Sheesh Pal Singh by Chief Geologist, BSD wherein it is mentioned that he was doing work in KDIMPE office (4/8).
6. A request for Branch Manager, SBI dt. 10-1-97 and 31-7-98 for issuance of cheque book and hand over the same to Sheesh Pal Singh (4/11).

7. Copy of notification prohibiting the employment of the contract labour in various work specified in the schedule.

8. Whereas to substantiate his version photocopies of following documents have been filed by the management :

1. Work order dt. 21-2-97, 10-2-98, 29-9-98, 11-5-99 issued in favour of M/s. D.P. Khandoori.
2. Registration Certificate of ONGC Ltd.
3. Writ petitions no.34603/98, 34603/98, 17778/99 & orders passed therein.
4. Covering letters dt. 30-3-95 in favour of M/s D.P. Khandoori.
5. Letter dt. 30-3-95 allowing code no. to M/s DP Khandoori Employee State Insurance Act, 1948.

9. Heard learned representatives of both the sides and perused relevant material on record.

10. The learned representative on behalf of the management has contended that the workman had earlier filed 3 writ petitions in the Hon'ble Allahabad High Court on the same facts which were dismissed & decisions in the said writ petitions operate as res judicata. The present reference order is not maintainable. In support of his contention he has relied on the following case laws;

1. 1998(2)LJJ page 699 (SCC) A.K. Srivastava - vs National Insurance Col.
2. 1974 SCC (L&S) 406 Workmen of The Straw Board Manufacturing Co. Ltd. vs M/ s Straw Board Manufacturing Col. Ltd.
3. 2004 SCC (L&S) 1097 Executive Engineer, ZP Engg. Divn. Vs Digambra Rao and others
4. 2004 SCC (L&S) 32 Pondicherry Khadi & Village Industries Board vs P. Kulothangan and another
5. 2003 (98)FLR 659 ITDC Vs Delhi Administration.
6. 1972(24) FLR 213 SCC Bua Das Kaushal vs State of Punjab.

11. The learned representative on behalf of the workman has urged that the writs filed by the workman for his regularization & equal pay for equal work were dismissed on the ground of non- maintainability. The present reference is against the alleged termination of services in violation of provision of Industrial Disputes Act & the principle of res judicata is not applicable in the present matter.

12. I have given my thoughtful consideration on the rivals submissions of both the sides.

In 1974 SCC (L&S) 406 the Hon'ble court has observed that

"the entire Civil Procedure Code is not applicable to industrial adjudication, the principles of res judicata laid down under Section 11 of the Code of Civil Procedure, however, are applicable, whatever possible, for very good reasons. This is so since multiplicity of litigation and agitation or agitation of the same dispute at issue between the employer and his employees will be conducive to industrial peace which is the principle object of all labour legislation."

In 2004 SCC (L&S) 32 Hon'ble Apex Court has observed that "Doctrine of res judicata is applicable in the matter of Industrial Dispute provided the court trying the subsequent proceeding is satisfied that earlier court was competent to disposed of the proceedings and the matter had been heard and finally decided." In 1972(24) FLR page 213 Hon'ble Apex Court has observed that "decision in a writ petition operate as res judicata in subsequent suit filed on the same cause of action." In 2003 (98) FLR 659 Hon'ble Apex Court has observed that "once it is held that appropriate government had no

jurisdiction to exercise discretion under section 10 of the I.D. Act. The Labour Court mis-directed to holding the reference was maintainable." It is further observed that cases of such nature doctrine of res judicata would clearly be applicable.

13. In view of the above principle laid down by Hon'ble Apex Court, it is well settled legal position that principle of doctrine of res judicata is applicable in the matter of industrial dispute. For applicability of the above principle of res judicata in the present matter it is essential to establish that the matter directly and substantially issue in the present reference under adjudication has been directly or substantially in issue in the former proceedings in the Allahabad High Court between the same parties and the earlier court was competent to try such issue subsequently raised and that the matter has been heard and finally decided by the said court.

14. Admittedly, the workman filed Civil Misc. Writ Petition No. 34603/98 on 25-10-98 before Hon'ble Allahabad High Court wherein he contended that he was daily wager and requested for relief to pay him scale of regular employee and to regularize his services on the post of Peon whereas contention of the Respondent ONGC was that the petitioner was never engaged in any post of respondent. He was engaged by the contractor for limited period of time and he came through contractor. The said writ petition was dismissed with the observation as under :

"as to whether he could be treated on fact as an employee of the respondent Oil & Natural Gas Corporation or not. These are admittedly disputed question of fact which cannot be gone into on the basis of the material produced before this court. Therefore, this question can be gone into at an appropriate forum."

15. Thereafter, the workman again filed Civil Misc. Writ Petition No. 17778/99 wherein he contended that he was engaged by the contractor on daily wage basis and he continuously performed his duties and was getting pay as contract employee. He further contended that he was entitled for regularization and he considered an employee of the principle employer i.e. ONGC Ltd. He prayed for issuing the directions to the ONGC not to interfere in the working of the petitioner as Peon and to further direct M/s. ONGC to absorb him on the post of Peon and to regularize his services. He also claimed benefit as per judgment given by the Hon'ble Delhi High Court to treat him as an employee of the ONGC. Hon'ble Allahabad High Court disposed of the writ petition vide order dated 14-5-99 with the observations as under :

"Learned counsel for petitioner stating that the earlier petition was for equal pay for equal work. This contention is not correct. A perusal of the judgment dt. 9-4-99 shows that the petition was filed against the alleged illegal stopping of the petitioner

from entering in the office of respondent. Thus, the earlier writ petition was also against the alleged oral termination of services hence the second writ petition for the same relief is not maintainable it is accordingly dismissed."

16. Subsequently, the 3rd writ petition Civil Misc. No 26351/99 was filed wherein the workman prayed to direct the ONGC to take him back in service and pay (him) salary of the Peon continuously. While dismissing the said writ petition on the ground of non maintainability, the Hon'ble High Court observed as under :

"This is 3rd writ petition filed by the petitioner against the alleged illegal termination of his services. The first writ petition being writ petition 34603/98 was dismissed by this court on 9-4-99 and the 2nd petition being writ petition No. 17778/99 had been dismissed by my judgment dt. 14-5-99. In my judgment in the 2nd petition I had mention that the petitioner also challenges his oral termination of service. It is surprising for the same prayer, which is contained in prayer no. 3 in the writ petition. Hence it is not maintainable. Petition is dismissed."

17. Thus, in view of the aforementioned observation of Hon'ble High Court, it is clear that all the three writ petitions filed by the workman have been dismissed on the ground of non maintainability. The matter in issue has not been heard and finally decided on merit, therefore, the contention of the learned representative on behalf of the management that reference is not maintainable on the ground of applicability of doctrine of res judicata, is not sustainable.

18. The next question for consideration is whether employer employee relations ever existed between the ONGC and the workman.

19. The learned representative on behalf of the workman has contended that workman was employed as class IV Peon on 22-7-96 and he had worked as such up to 8-11-98, therefore, the action of the management in terminating his services without complying with the provisions of I.D. Act, is unjustified and illegal. He has further argued that the workman was employed through so called contractor M/s DP Khandoori who was not a valid Licence holder. Besides this the Govt. of India notification dt. 8-9-1994 prohibits employment of helper and peon through contractor in the ONGC. He has further contended that from the statement of the workman and documentary evidence adduced by him it is established that workman was not working under the contractor M/s D.P. Khandoori and was working under the supervision and control of the opposite party i.e. ONGC. He has also contended that the workman had worked for more than 240 days in preceding twelve months from the date of his alleged termination i.e. 8-7-1998 but his services have been terminated in violation of Section 25 F of the

I.D. Act. He has further contended that despite request of the workman, the management deliberately did not produce the Dak Register for the year 1997-98. In support of his contentions he has relied on following case laws :

1. 1976 SCC L&S 132 SBI vs N.Sundra Mony.
2. 1985 SCC L&S 940 Workmen of American Express International Banking Co. vs Management of American Express International Banking Corporation.
3. 1989 (58) FLR 100 SCC Krishan Kumar Dubey vs U.P. State Food and Essential Commodities Corpn.
4. 2002 SCC L&S 1010 Deep Chandra vs State of U.P. and Another.
5. 2004 (103) FLR 146 S.C. Krishan Bahadur vs M/s Purma Theatre and Others.
6. 2006 (108) FLR 592 (SC) Sonapat Cooperative Sugar Mills Ltd. vs Rakesh Kumar.
7. (1999-2000) Supreme Court Labour Judgments 392 Secretary, Haryana State Electricity Board vs Suresh and Another.

20. Per contra, the learned representative on behalf of the management has urged that the workman has failed to prove that he had worked for 240 working days in preceding 12 calendar months. He has also failed to show that post of Peon exists in ONGC. The workman neither produced original documents nor made efforts to summon the originals. He has further urged that job contract for keep up and maintenance of different offices of KDIMPE was given to M/s DP Khandoori the workman was never in employment of ONGC. His services by utilised by M/s DP Khandoori. Further in writ petitions filed by the workman he has stated that he was engaged by contractor on daily wage basis and he was getting wages as contract employee and being the employee of M/s DP Khandoori was drawing the benefit for pertaining to ESI and EPF under code no. allotted to M/s DP Khandoori. The gate pass, Identity card were issued to the workman as an employee of M/s DP Khandoori. The workman has deliberately erased the name of M/s DP Khandoori written on the top of the temporary entry pass. In support of his contention he has placed reliance on :

1. 2004 SCC L&S 1097 Executive Engineer vs Digambar Rao.
2. 2006 109 FLR 204 Branch Manager, MP Agro Industrial Corpn. Ltd. V/s. S.C. Pandey.
3. 2006 SCC L&S 38 Surendra Nagar District Panchyat vs Daya Bhai Amar Singh.
4. 2004 (100) FLR 1075 U.P. State Electricity Board vs Presiding Officer, Labour Court, Kanpur.

5. 2005 SCC L&S 154 Mahendra L. Jain and Others Vs. Indore Development Authority and Others.

6. 2006 LAB I.C. 964 L.K. Verma vs HMT Ltd.

7. 2002-III LLJ page 195, President PSCB Ltd. vs Sheena & Others.

21. In the light of rival submissions of both the sides I have perused the oral evidence and scanned the relevant material on record.

22. The workman Sheesh Pal Singh has stated in his affidavit that he had worked under the ONGC as Peon from 22-7-96 to 8-11-98. He was posted in Core Library and later on transferred to B.S.D. He was transferred like other employees of ONGC from one department to other by oral orders and he was performing work of a Peon and as such he had worked for more than 240 days in proceeding 12 months from the date of his alleged termination.

23. In rebuttal, the management has examined Sri D.V. Sharma, Sr. Personnel & Administrative Officer KDIMPE, ONGC, Dehradun. Who has stated that for the purpose of carrying out the works pertaining to upkeep and maintenance of different offices of KDIMPE on job contract basis, the ONGC has extended the job contract to the agency of M/s D.P. Khandoori, Dehradun different work orders. The workman was never in employment of the ONGC thus workman services were only utilized by M/s. D.P. Khandoori and was drawing the benefits pertaining to ESI & EPF by virtue of code number allotted to M/s. D. P. Khandoori under the ESI Act, 1948 & EPF & MP Act, 1952, the gate pass was issued to enter in the premises of ONGC for security reasons as an employee of M/s D. P. Khandoori. He has further stated that no post of Chaprasi (Peon) exists in the ONGC. He has also contended that in writ petition no. 3397/2003 vide order dt. 26-2-2003 Hon'ble Andhra Pradesh High Court has stayed the notification dt. 8-9-1994. He has stated that Dak Book for the year 1977-98 is not traceable.

24. The witness Dr. Joydev Kumar the than Chief Geologist BSD, KDIMPE, Dehradun has stated that the workman was never in employment of M/s ONGC and his services were utilized by M/s D. P. Khandoori contractor and he rendered his services as a contract worker.

25. The workman has filed the photo copy of the temporary gate pass issued on 30-7-97(1/1). The management witness Sri D.V. Sharma has alleged that the workman has deliberately erased the name of M/s D.P. Khandoori in the said photo copy. He has also stated that the temporary gate pass was issued for entering into the premises of the ONGC. He has further stated that in the cards issued for the employees of KDIMPE card number and identification number and CPF number are being mentioned and for other visitor temporary gate pass are



being issued by the security authorities. In case of the worker of contractor name of the contractor is also being mentioned.

26. Upon a perusal of the photo copy of temporary gate pass of the workman filed as Annexure-3 to writ petition no. 26351/99 and photo copies of the temporary gate pass filed in the Tribunal in support of his claim. It appears that in photo copy filed in the Tribunal the name of the M/s D.P. Khandoori contractor has been deliberately erased. It is also evident from the photo copy of the said gate pass that it was a temporary entry pass to enter in the premises of ONCC wherein the workman has been shown as worker. Thus, on the basis of said temporary gate pass issued to the workman no such conclusion can be derived that he was an employee of the ONGC.

27. The workman has also submitted photo copy of two request for extension of temporary gate pass (4/9 & 4/10) wherein the workman has been shown as labour doing misc. job in KDIMPE. Upon a perusal above requests it reveal that period of the temporary gate pass to be extended month to month. Had he been employed, as peon of the ONGC as claimed by him, there was no need of issuing temporary gate pass for month to month basis.

28. The workman has also produced a copy of a certificate dt. 27-4-98 said to be given by Dr. Joydev Kumar to establish that he had worked in the BSD for a period of 240 days from July, 1997 to April, 1998 as office peon. Although the management witness Dr. Joydev Kumar has admitted fact of issuance of such certificate but he has rescinded the said certificate. He has explained the circumstances under which he had given such certificate. Dr. Joydeo Kumar has stated that the workman approached him for issuance of certificate and given a impression that he was applying for a job somewhere else therefore, in good faith and by adopting sympathetic approach, he had issued the certificate. He has further stated that the contents of the said certificate were written at the behest of the workman and the same were not cross checked and verified at all with respect to his actual continuous working. He has also stated that workman was never engaged or employed by the ONGC, his services were only utilised by M/s D.P. Khandoori contractor who have been given the job of contract for up keep and maintenance of the different offices and other misc. job. Thus it is evident for the statement of Dr. Joydev Kumar that issuance of aforementioned certificate in favour of the workman is a case of misplaced sympathy and on the basis of such certificate which has been rescinded by the executor, it is not established that the workman was employee of ONGC.

29. The workman has also produced the photo copy of the letter 24-10-97 (4/6) and letter dt. 29-7-98(4/7) said to be written by the officers of the BSD to the Medical Officer of ONGC Hospital for allowing him for treatment of toothache and stomach ache. The workman has not produced the original thereof. The copies of the above

letters have been produced to establish that he was working as employee in BSD, ONGC and as such medical facilities of the ONGC Hospital were available to him. But issuance of such recommendatory letters for treatment in ONGC Hospital rather refute the contention of the workman that he was an employee of the ONGC. Had he been the employee of ONGC as a matter of right he was entitled for his treatment in the said hospital. What was the need of such recommendatory letter for his treatment for ailment like stomach ache and tooth ache. It seems more probable that as an employee of the contractor M/s D.P. Khandoori he was not entitled for treatment in the said hospital, which necessitated him to obtain such recommendatory letters for treatment in the ONGC Hospital.

30. To establish the employer and employee relation between workman and ONGC the workman has also produced copies of 2 letters written to Manager of the bank to issue the cheque book of the concerned persons to the workman. Even if it is correct, above letters have link at all with ONGC they have been given by the executor in their personal capacity only, therefore, on the basis of said letters for personal work of any officer of ONGC, it can not be inferred that workman was an employee of ONGC.

31. The learned representative on behalf of the workman has referred the Government of India, Ministry of Labour notification dt. 8-9-94 and vehemently argued that it prohibits the ONGC to employ contract labour in various works specified in schedule and schedule includes attendants helpers and peons. The issuance of the notification is not disputed by the management of ONGC but management witness Sri D.V. Sharma has stated on oath that Hon'ble Andhra High Court in writ petition no. 3397 /03 vide order dt. 26-2-03 has stayed the notification dt. 8-9-94. The workman has shown his ignorance about above fact. Thus there is no reason to disbelieve the version of the management regarding stay of the notification.

32. The management witness Sri D.V. Sharma has stated that for the purpose to carry out the works pertaining to up keep and maintenance of different offices of KDIMPE on job contract basis, the ONGC had awarded and subsequently extended job contract for the said works to the agency of M/s D.P. Khandoori, Dehradun vide different work orders during the period Feb., 1997 to May 1999. The workman's services only utilised by M/s D.P. Khandoori. The above statement also find support from the documents produced by the management.

33. Admittedly, writ petitions were filed by the workman before Hon'ble Allahabad High Court and in para 4 of writ petition no. 26351/99 the copy of which is on record (7/98) the workman has pleaded as under :

"That the petitioner was engaged on the post of Peon through contractor in the year 1996 subsequently the contract licence was obtained by



M/s D.P. Khandoori and then the petitioner was engaged by him as contract labour on the post of Peon and thereafter the petitioner is continuously working as contract labour on the post of peon in the office of respondent no.2".

34. The above Pleadings of the workman also support the version of the ONGC that he was working in the premises of ONGC as a contract labour of M/s DP Khandoori.

35. The learned representative on behalf of the workman has argued that M/s D.P. Khandoori was not having valid licence under contract labour(R&A) Act, 1970 and the workman was working under the control and supervision of the ONGC. Therefore, contract system was a mere camouflage in support of workman. In this regard he has relied on 1999-2000 SC Labour Judgment page 392 Secretary, Haryana State Electricity Board vs Suresh and others.

36. In the above case law workmen was a Safai Karmchhari engaged by contractor to keep clean and hygiene the plant and station of Board. The worked for a year and completed 240 days. No genuine contract labour system was prevailing with Board. So called contractor was a mere lander. He was not a licensee contractor even the Board was not registered as principle employer in such circumstances Hon'ble Apex Court observed that the nature of work not of seasonal nature and so-called contract system is camouflage and there existed relationship of employer and employee. Whether employee employer relation exists or not depends on the facts and circumstances of each case. But in present case facts are different. Here the ONGC is registered as principle employer and the workman himself has admitted that M/s D.P. Khandoori, Contractor had licence. The prohibition notification for not employing peon and helper in the ONGC is not in operation and the workman had failed to establish that he was doing the work of permanent and parenial nature against the post of Peon. Therefore, in the facts & circumstances of the present case the principles laid down in the said case law are not applicable.

37. In instant case, the workman has admitted in pleadings of writ petitions filed by him that he was engaged under M/s D.P. Khandoori. He has further admitted in his cross examination that he has not given any application being kept in ONGC which has its own procedure of recruitment and he did not under go the same. His name was not sponsored by the Employment Exchange. He was not subjected to any interview or test. No appointment letter was ever issued to him. He has also admitted signature on revenue stamp on despatch register of M/s D.P. Khandoori and himself admitted that he was on contract basis. He has further admitted in his cross examination that M/s D.P. Khandoori contractor used to bring revenue stamp to him and make payment to him. He has also admitted that M/s D.P. Khandoori had obtained his

signature on EPF and E.S.I. form and he was deducting his dues towards EPF and E.S.I. He has categorically admitted that he does not know in what capacity he was employed in ONGC. In statement of claim he has pleaded that he was working as peon of the ONGC against permanent post of peon. In writ petition no. 24603/98 he has contended that he was a daily wagar and writ petition no. 17778/99 he contended that he was engaged by contractor on daily wage basis whereas in writ petition no. 26351/99 he admitted that M/s D.P. Khandoori had engaged him. He has pleaded in rejoinder that he was contingent peon & on the basis of office order dt. 13-11-97(4/8) he claim to be in ministerial staff of the ONGC whereas in other document submitted by him he has been shown as labourer. When above inconsistency were pointed out to him in his cross examination he blamed his Advocate for the same. Thus, in view of above inconsistency and contradiction the testimony of the workman is not reliable.

38. This legal position is not disputed that if a workman had worked for atleast 240 days in preceding, 12 months from the date of his alleged termination, his services can not be terminated without complying with the provision of Section 25 F of I.D. Act which are imperative in nature and in case the retrenchment is found to be invalid in flagrant violation of the statutory provision of Section 25F of the Act, the termination would be void ab initio. But to attract the provision of Section 25 F it is sine quo non to establish that there exists relationship of employer & employee. Since the workman has challenge the action of the management, the burden was on him to establish such relationship and unless the workman, proves the claim, the ONGC can not be called upon to disprove it.

39. As discussion earlier paras it is established from the material on record that the ONGC is a registered employer under the provisions of Contract Labour (R&A) Act 1970. It is also established from the management evidence & copy of certificate of registration of M/s D.P. Khandoori that it is registered under the provisions of relevant Law & the operation of the Govt. of India notification dt. 8-9-94 which prohibit engaging contract labour mention in the schedule there in is stayed & for the purpose of carry out the works pertaining to up keep & maintainapce basis, contract was given to the agency M/s D.P. Khandoori. The version of the management that the workman was deployed & employed by the said contractor & the workman was working in the ONGC premises in the said capacity finds support not only from the oral &, documentary evidence of the management, it also finds support from the admission made by the workman in his cross examination & his pleadings in writ petition No. 26351/99. Even if he had worked in above capacity in the ONGC for more than 240 days during period of twelve months, he can not be treated or termed as an employee of the ONGC.

40. Thus, in view of the above discussions since the workman has failed to prove employer employee relations between the ONGC & him therefore, no questions of unjustified action of retrenchment in violation of Section 25F of I.D. Act, by the ONGC arises. Resultantly, the workman is not entitled for any relief claimed by him.

41. The reference under adjudication is answered accordingly.

42. Award as above.

Lucknow 14-7-2009

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2011

का.आ. 1400.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचाट (संदर्भ संख्या 205/1989) को प्रकाशित करती है जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/235/89-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 26th April, 2011

S.O. 1400.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 205/1989) of the Central Government Industrial Tribunal-cum-Labour Court Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, received by the Central Government on 25-4-2011.

[No. L-12012/235/89-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.-I, DHANBAD

In the matter of a reference U/s. 10 (1)(d)(2A) of I.D. Act.

Reference No. 205 of 1989

Parties : Employers in relation to the management of State Bank of India.

#### AND

Their Workmen

Present : Shri H.M. Singh, Presiding Officer

#### APPEARANCES:

For the Employers : None

For the Workman : None

State : Jharkhand Industry : Bank

Dated, the 13th April, 2011

#### AWARD

1. By order No. L- 12012/235/89-IR(B-3) dated 8-12-89 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sec. (1) and sub-sec. (2A) of Section 10 of the I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of State Bank of India management in not regularising the services of Shri Chandra Nath Singh, Canteen Boy, and terminating him from service from July, 1986 is justified? If not, to what relief the workman is entitled?”

2. The case of the concerned workman, in short, is that he was appointed by the Branch Manager of S.B.I. Barwadih Branch as waterman w.e.f. 1-1-78 after oral interview. His duty hours was similar to the permanent employee. Thereafter on 1-1-79 he was appointed as Canteen Boy by the Branch Manager of SBI, Barwadih Branch. He used to work full days on all week and half day on Saturday as permanent staff of the Bank. The canteens are part of service conditions of the employees of SBI and workman of such canteens are the employee of the Bank. The objective of the canteen is to provide wholesome hygienic snacks and meals to the staff at cheap rates. The salary of the canteen employees on a uniform scale on monthly basis are being paid from the Bank's Charges Account. Though the concerned workman was entitled to full scale wage of the subordinate cadre, he was merely paid a sum of Rs. 150 per month as wages.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award in favour of the concerned workman holding him entitled to a subordinate cadre wage w.e.f. his date of appoint 1-1-78 and his re-instatement in the bank's service with retrospective effect.

3. The case of the management, in short, is that the concerned workmen was never engaged by the Bank and as such there never existed nor does exist any relationship of master and service between the concerned workmen and the management. Since the concerned workmen was not engaged by the Bank, he cannot claim for re-instatement in the services of the Bank and regularisation.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management produced MW-1, Madhusudan Mishra and MW-2, S.C. Mitra and proved documents as Exts. M-1 to M-7.

The concerned workmen has produced WW-1, Tapas Kumar Bhattacharjee and WW-2, Chandra Nath

Singh and marked documents as Exts. W-1 to W-13/1 and Y, Y/1 and Y/2, for identification.

6. After closure of evidence several notices have been sent to the concerned workmen and the management for appearance but none appeared.

7. Perused the record. Main contentin of the concerned workmen is that he is working with the management, so he should be regularised and be paid wages as per NCWA.

8. Management's contention is that the concerned workmen was a Canteen Boy of local Welfare Implementation Committee, so the Bank had no concerned with him. No appointment letter was issued to him. He cannot claim for his regularisation.

9. In this respect the concerned workmen, WW-2, in his cross-examination at page 2, has stated that while I was working thereto, Sri R.P. Gupta, was the Secretary of Local Implementation Committee of that branch. During the period I had worked there I had never applied for leave on any working day. I used to be paid my wages of Rs. 150 per month through Banker's cheque which was signed by the Secretary of the Implementaiton Committee. Except me no other employee was that branch was given wage cheque by Sri Gupta for other employees wage bills were prepared and paid into their accounts. This statement of the concerned workmen shows that he was not an employee of the Bank. His wage was being paid by Local Implementation Committee for which the Secretary was Sri R.P. Gupta. No attendance is taken by the Bank nor any attandance register is maintained which has been signed by the concerned workmen. No wage is paid by the Bank.

10. Management's witness stated that the concerned workmen was not appointed by the Bank. He was not given appointment letter. He was working only for Local Implementation Committee for welfare and the canteen was running to provide hyginic snacks and meals to the staff on reasonable reduced rate.

11. As per law laid down in Uma Devi Case no regularisation can be given by the Tribunal. So, the action of State Bank of India management in not regularising the services of Shri Chandra Nath Singh, Canteen Boy, and terminating him from service from July, 1986 is justified. Accordingly, the concerned workmen is not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2011

का.आ. 1401.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार दक्षिणी रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 41/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-41011/26/2004-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 26th April, 2011

S.O. 1401.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 41/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, received by the Central Government on 25-4-2011.

[No. L-41011/26/2004-IR(B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
CHENNAI

Wednesday, the 20th April, 2011

Present : A.N. JANARDANAN, Presiding Officer

INDUSTRIAL DISPUTE No. 41/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Southern Railway and their Workman)

BETWEEN

The Divisional Secretary  
All India Station Masters  
Association  
Chennai Division, Room  
No. 10, Ananda Building  
2 Station Road, West  
Mambalam Chennai -600033

1st Party /Petitioner

Vs.

The Divisional Railway Manager  
Southern Railway,  
Chennai Division  
NGO Annexe, Park Town  
Chennai -600003

2nd Party/Respondent

APPEARANCE:

For the 1st Party/  
Petitioner

M/s Ratio Legis, Advocates

For the 2nd Party/  
Management

Sri P. Srinivasan, Advocate

### AWARD

The Central Government, Ministry of Labour vide its Order No. L-41 011/26/2004-IR(B-I) dated 18-12-2006 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the All India Station Masters Association, Chennai Division to reckon the hours of periodical weekly rest to commence from 0000 hrs of the day declared as a weekly rest day in respect of Station Masters classified as intensive and essentially intermittent is justified? If so, what relief they are entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 41/2009 and issued notices to both sides. Both sides entered appearance through their advocates and filed their Claim and Counter Statement as the case may be.

3. The averments in the Claim Statement briefly read as follows:

In the Railway Service duty hours of Open Line Staff particularly of Station Masters are regulated in terms of the Railway Servants (Hours of Work and Periods of Rest) Rules, 2004 issued by the Railway Board. Station Masters are classified as essentially intermittent, continuous and intensive under the rules which emanates from Railways Act, 1989. The original rules in the matter bear antiquity to the year 1931 as Railway Servants (Hours of Employment) Rules, 1931 which stood amended in 1951 and 1961 and 2004. The 2004 rules include recommendations of Rajyadaksha Award of 1946 called Adjudicator's Award and Railway Labour Tribunal Award of 1969 known as Miabhoj's Award. The genesis of rest for industrial worker is traceable from the convention adopted in the International Labour Organization in Geneva in 1921. The concept of rest for industrial workers is nothing but an alternate to the holidays that workers at large are entitled to other than the workers engaged in continuous process of an industry. This rest means invigoration of by resting, to be at ease and to be unemployed. In other words, not to be called for any activity by the employer, to be temporarily suspended on one's own or be aloof from the stress and strain of regular activity of working for the employer. This period of rest so granted is a reciprocal responsibility of the employer to be provided to the employee in return or the extraction of 48 hours of working by the employees. The recommendations of the adjudicator are that under the existing regulations continuous workers and they alone are entitled to rest of 24 consecutive hours. As stated in Chapter-V continuous workers employed in a non-continuous process as a rule enjoy adequate weekly rest which usually includes one Calendar Day and Two Nights. In the case of continuous workers however the vast

majority get 24 hours consecutive rest in a week not coinciding with the Calendar Day and what is worst, such rest with a few exemptions is not given by means of relieving staff and therefore involves awkward "long-ons" and Short-offs". As we have seen this feature of the existing rosters has evoked fierce opposition and the Railway Board themselves in their letter of 9th February, 1946 envisaged possibility of providing periodical rest through the employment of relieving staff. No time should be lost in effecting this long delayed improvement in the case of continuous workers in order to eliminate long-on or short-off wherever they occur at present. Then the Railway Board in their letter referred to above speaks of a Calendar Day's rest. Bitterly interpreted this would mean from midnight to midnight. As per the award of the Adjudicator such was the intention of the Board, as any such rest would not include a full night in bed. What the Board presumably had in mind was to add 24 hours to the daily rest which the Railway Servants enjoy under the existing rosters. I suggest that the needs of the case will be met with the weekly rest in the case of a continuous worker provided for a full night in bed plus a full day, the former for the purpose of rest and the latter to enable him to attend to his domestic and social obligations. Thus, if weekly rest was given from 0800 AM to 0800 AM of the next day it would in my opinion fulfill its purpose and in this view several witnesses concurred. The same purpose would not be equally fulfilled if the Railway Servant had rest from 1200 Noon to 1200 Noon. Although such rest would give him a full night in bed it would hardly enable him to attend his domestic and other duties properly. It is not unlikely that on the day of the weekly rest, a Railway Servant may want to go out for a whole day for in little excursion. I therefore think that weekly rest for continuous workers should be a minimum of 30 hours; this would virtually include a full day and a full night and incidentally facilitate the change of shifts in the case of persons employed in a continuous process. The recommendation in regard to intensive workers are that with regard to their periodic rest and weekly hours of employment those applicable to continuous workers are to apply with equal force and are entitled to weekly rest viz. a minimum of 30 consecutive hours. As regards the minimum rest for the essentially intermittent workers the Railway Board on 9-2-1946 proposed a weekly rest of not less than 24 consecutive hours which recommended with the added provision that such weekly rest to serve its purpose must include a full night. The demand for providing periodical weekly rest for intensive and essentially intermittent has not been given as above. Hence it was demanded for reckoning the periodical weekly rest to commence from 0000 Hrs to 0000 Hrs of the respective day. Demand not being acceded to ID was raised and conciliation having failed the reference is occasioned.

4. Counter Statement allegations briefly read as follows:

Petitioner Association does not have a representative role for the Station Master and therefore the ID is not maintainable. Railways Act, 1989 regulates the hours of work and period of rest of the Railwaymen. Under Section-136 of the Act read with 132 an "essentially intermittent" Railway Servant shall not be employed for more than 75 hours a week. A "continuous" Railway Servant shall not be employed for more than 54 hours a week on an average 14 days. An intensive servant shall not be employed for more than 45 hours similarly within a week. Under Section-133 intensive or continuous servant for every week commencing on a Sunday shall be granted rest of not less than 30 consecutive hours. Essentially intermittent servant for every week similarly shall be granted rest of not less than 24 consecutive hours including a full night. Stations where the Asstt. Station Masters work were classified as continuous, intensive or essentially intermittent according to traffic and the job analysis conducted by the Zonal Railways. In the rosters for continuous and essentially intermittent servants the long-on and short-off relations are taken care of. Again continuous booking of night duty is avoided. In the case of essentially intermittent servant not residing within 0.5 km. they are rostered for 10 hours a day/60 hours per week or 12, hours a day or 60 hours per week. Standard duty of 8 hours per shift can be followed only for general shift i.e. staff coming during day time and for non-averaging group of employees. If the 8 hours duty roster is implemented for the Station Masters it would involve continuous night duty for 3 days in a week whereas in the model roster followed by the Railways there are 2 nights only with a gap of 3 days in between the 2 night duty. For example a Station Master rostered for 7-11, 21 to odd hours and odd hours to 7 hours duty, he will have a rest of 52 hours before joining the duty and he will have 2 nights of rest and 2 full days. Therefore, when he comes for duty he is fresh. Petitioners have prayed for reckoning periodical rest from odd hours. It is practically not possible for the other Station Masters to report to place of duty in far off places at odd hours and it becomes essential to provide rest rooms for taking rest on pre-duty and post-duty periods. Station Masters would be put to untold miseries to travel at odd hours. Hence the prayer is vexatious. The present roster involving 2 night shifts in a week if changed will involve continuous night duty which will affect the health of the Station Masters not represented here. Present roster also does not infringe the hours of employment regulation. There is no demand for the claim from the other Unions for change in present roster hours. It would put several women Station Masters to jeopardy. Adjudicator's Award does not confer any enforceable right on the petitioner which is not accepted by the Ministry of Railways. Chapter-14 of Railways Act provisions does not stand challenged by the petitioner. The claim is against the Railways Act. Many other similar employees would like to continue in the present system of roster which has

been followed for several decades and has been found suitable in Railway. Relief sought would upset the entire roster and prejudice the health of the other Railway employees. Station Masters in Chennai Division except at Venkataperumal Rajupuram covered under continuous roster get 22 hours more than the statutory limit under the Railway Act as per the provided rest 52 consecutive hours throughout Chennai Division which gives complete rest to the Station Masters and has been found to be workable and never objected so far. Reckoning rest from odd hours will upset the roster and would necessitate recruitment of more Station Masters which is not financially viable. Under analysis by the Railways the present roster system has been found to be more conducive to the health and work of the Station Masters. Analysis of reckoning of rest from odd hours has been found to be not practicable and feasible in view of several constraints involved. The claim is only to be dismissed which is prayed for.

#### 5. Points for consideration are :

- (i) Whether the demand to reckon the hours of periodical weekly rest to commence from 0000 hours of the day declared as a weekly rest day in respect of Station Masters classified as intensive and essentially intermittent is justified?
- (ii) To what relief the petitioner's association is entitled?"

6. Evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W10 on the petitioner's side and the oral evidence of MW1 and Ex.M1 and Ex.M2 on the Respondent's side.

#### Points (I), & (II)

7. Heard both sides and perused the written submissions, documents, pleadings and evidence. Both sides keenly canvassed for their respective contentions in terms of their averments in their pleadings. The precise arguments advanced on behalf of the petitioner are that the petitioner association, a registered association is eligible to espouse the cause of Station Masters of Chennai Division as such and also as a workman in individual capacity. Therefore it has locus standi to raise the ID. The standard hours of duty as per Railway Servants (Hours of Work and Period of Rest) Rules, 2009, it is 42 hours a week for intensive workers and 48 hours a week each for continuous and essentially intermittent workers. The time required for doing preparatory or complimentary work by any category worker including handing over and taking over charge must be carried out outside the limits. Such time when added to the standard hours of duty is 3 hours a week for intensive, 6 hours a week for continuous and 3 or 4-1/2 hours a week for essentially intermittent it becomes 45 hours for intensive workers. It will make the employer pay overtime allowance for the extra hours. There

is no specific restriction regarding minimum numbers of hours of work. The above provisions are in conformity with Section-132 of the Railways Act. Intensive, continuous or essentially intermittent servants shall be called on duty unless one has had a rest of not less than 12, 10, 8 consecutive hours after completion of previous turn of duty which rest shall be given as far as possible by the employment of rest givers, separately for continuous and essentially intermittent. When Sections 132 and 133 of Railways Act, 1989 are read together could be found to be in harmony with Railway Board letter dated 9-02-1946 to the effect that as suggested by the Board it should be assumed that all continuous workers would be provided with calendar days rest which would automatically reduce the long-ons and short-offs to a minimum which was the outcome of continuous workers being provided with a legal minimum of weekly rest by 24 consecutive hours as distinct from a full calendar day who were performing duty for about 57 hours a week, the same rejected by the Board as extremely unpopular and commented as one which has to be removed. The fact that the Board recognized the system of providing relieving staff during the weekly rest and at the same time in order to avoid wastage of manpower the suggestion that further drive must be made towards a combination of duties which were at present widely distributed in this country read in conjunction with Adjudicator Award in Para-195 would mean from midnight to midnight. According to the award such rest would not include full night in bed and it proceeds to presume that Board might have intended to add 24 hours to the daily rest which the Railway Servants enjoy under existing rosters. In as much as everyday's duty roster under intensive classification provides for 6 hours of duty followed by mandatory 18 hours of rest when and if the recommended 30 hours of weekly rest added to 18 hours of rest which is in agreement with adjudicator's recommendation and the statutes it would be well for the employees. There is no compliance of the rest rules under Section-133 of Railways Act, 1989 and Rule-12 of Railway Servant Rules, 2007 from the evidence of Respondent. It could be seen that in the case of Section Controllers under intensive rosters they were all rostered to work for 39+3 equal to 42 hours with 1 day in the week (Sunday-1st Controller, Monday-2nd Controller) and so on were marked as rest with 24 hours under the heading of Hours of Rest. Further the roster for rest giver controllers in Ex.W10 shows that they are rostered for 6 days only to 36+3 hours of duty and a clear day-Saturday is marked as rest day for all of them. The said roster for the controllers conforming to the provision of "30 hours rest" with a calendar day marked as rest is to be granted to the Station Masters denial of which is discriminatory and violative of Constitution. There are rosters that commence at odd hours and ends up at odd hours. Only 7 stations in Chennai Division are intensive and it is in these stations such as Chennai Central, Basin Bridge, Korukkupet, Vyasarpadi, Ambattur,

Arokkonam Junction and Kodambakkam that this calendar days rest with 30 hours has to be implemented. Presently there are no women Station Masters. Even if they are posted they can be suitably deployed on policy on request. The model rosters as in Ex.W8 at Page-25, 26 show no need of more than 2 nights in a week in the case of Section Controllers. The same formula can be adopted in the case of petitioner/workmen. The supporting argument in Para-17 of the Counter Statement which reads as illustration viz. if a Station Master starts his duty at 2100 hours on a particular day, say Monday and breaks duty on Tuesday at 0700 hrs on the next day i.e. Tuesday, he would avail 17 hours rest on Tuesday which is nothing but the mandatory daily hours of rest, 24 hours from midnight of Tuesday till midnight of Wednesday which is the weekly rest and then, he would report for the next roster duty at 1100 hrs. on Thursday after availing 52 hours in total. It is not 52 hours as they contend but it is only 35 hours (24+11) since the rest commences from 0000 hrs of Tuesday and not from 0700 hours and this is what that was recommended by the Adjudicator and was intended by the Railway Board by their letter dated 09-02-1946. The logic sounds unacceptable since the workers with continuous classification of 48 hours work would enjoy 52 hours of rest including calendar days rest whereas the workers in intensive classification of 42 hours or less would enjoy only 36 hours of rest without a calendar day. Hence the roster for Section Controllers of Chennai Division with a clear calendar day of rest of 30 hours can be implemented for the Station Masters as well.

8. Respondent's reply contentions are that only Southern Railway Mazdoor Union and the Dakshin Railway Employees Union of the Southern Railway are recognized and accepted by the Ministry of Railways. The petitioners cannot represent the whole of the Station Masters. If the periodical rest is to be reckoned from odd hours then exchange of duty has to be done at odd hours. This would put the other Station Masters to untold miseries and therefore it is vexatious to the employees not impleaded. There is no demand from the other Unions for any change. Recommendations of Adjudicator or Conventions are not binding on the Respondent. The claim is against the provisions of Railways Act and the rules framed thereunder. Many an argument of the petitioner association is not supported by any evidence. Except Venkataperumal Rajapuram and Renigunta Station, the other stations in Chennai Division are with continuous roster. Station Masters in Chennai Division are having rest of 52 consecutive hours, 22 hours more than the statutory limit. This period of 52 hours gives complete rest to the Station Masters. With reckoning of rest from odd hours the present roster system would be upset and again would necessitate recruitment of more Station Masters which is not financially viable. This was analyzed by the Ministry which found the present roster system more conducive. There is no

infringement of the Railways Act and Rules of Hours of Employment by the Railway. The claim is not substantiated and is contrary to rule. The claim is to be dismissed.

9. The claim herein, in relation to the workmen Station Masters classified as intensive and essentially intermittent is for an order to reckon the hours of periodical weekly rest to commence from 0000 hrs. of the day declared as weekly rest day. According to the Petitioner Association there are rosters that commence at odd hours and end up at odd hours and therefore that cannot be reason to disallow the claim on that score. There are no women Station Masters. Therefore, any mere chance of women Station Masters being jeopardized by having to be put on change of duty at odd hour is too premature to be visualized as a possible hurdle if the claim pressed for is implemented. Only in 7 Stations in Chennai Division the claimed calendar days rest with 30 hours has to be implemented. Ex. W8 at Page 25 and 26 show that there is no need of more than 2 nights in a week in the case of Section Controllers. The illustration in Para-17 of the Counter Statement that if a Station Master starts his duty at 2100 hours on a particular day say Monday and breaks duty the next day i.e. on Tuesday at 0700 hours he will avail 17 hours rest on Tuesday which is nothing but mandatory daily hours of rest, 24 hours from midnight of Tuesday till midnight of Wednesday which is the weekly rest and then he would report for the next roster duty at 1100 hours on Thursday after availing 52 hours in total. It is really only 35 hours (24 + 11) since the rest commences from 0000 hours from Tuesday and not from 0700 hours and this is what was recommended by the Adjudicator and was intended by the Railway Board in their letter dated 09-02-1946. According to the Respondent, mere recommendations of the Adjudicator or Conventions are not binding. If rest is reckoned from odd hours exchange of duty has to be done at odd hours putting other employees to vexation who are now not within the sezin of the issue. There is no demand from other Unions also. The demand is against the Act and Rules. The arguments of petitioner are without sound edifice in evidence. Out of the 7 Stations 5 are with continuous roster. They presently get rest of 52 consecutive hours, 22 hours more than the statutory limit. When the rest is reckoned from odd hours necessity of recruiting more Station Masters would arise which is not financially viable. Ministry considered the issue and found the roster system now in vogue more conducive. The petitioner has not been able to substantiate their demand well. It appears that they are getting rest of 22 hours more. Petitioner has no case that with the reckoning of rest hours at odd hours no more Station Masters require to be recruited. Even in spite of the necessity to recruit more Station Masters when once the sought for change of reckoning of rest hours is to be favoured for implementation. It is for the Petitioner Association to substantiate in a convincing manner. They seem to rely on assumptions and presumptions. It remains

more to be substantiated when it is the specific case of the Respondent that the issue was once analyzed by the Ministry which found the present roster system to be conducive and not violating the Railway Act and Rules. When according to the Respondent with the present rest period of 52 consecutive hours, 22 hours more than the statutory limit Station Masters get complete rest why there should be a change over to the system of reckoning rest hours from odd hours as claimed which is not shown to be a claim or demand of other Station Masters or employees represented by other Unions. So viewed; the claim is also apt to be bad for non-joinder of all the necessary parties. Should the system be ordered to be changed which would necessitate recruitment of more Station Masters, a direction for which, if to be given would involve in the interference with the policy decision of the Government, that is to be done in greater circumspection with cogent support of the claim by clinching materials essential attributes of which are lacking in the evidence given by the petitioner.

10. In view of above considerations I cannot agree with the claim of the petitioner association and therefore they are bound to fail. The demand is not legal and justified. However I feel there shall be a direction to the concerned Railway authorities to have a discussion with the petitioner association by providing an opportunity to negotiate the demand or demands of course with notice to all others concerned to look into how far the claim could be brought into harmony with the system, now in vogue, by suitable changes as claimed and also providing parity with Section Controllers having provisions for 30 hours rest with a calendar day marked as rest, negation of which is assailed as discriminatory and violative of Constitution. Absence of a statutory provision or a rule to regulate the practice while disables this Tribunal to order for a change it being enjoined to act in accordance with law only making itself functus-officio. It is only to act in the direction mandated by law. It is concerned with dispensation of justice only in accordance with law. Only what is in accordance with law could be said justified. It cannot be said that the present rest hours system is not in accordance with law. It could therefore only said to be justified.

11. However, it does not mean that there shall not be any further room for improvement of the system after holding fruitful discussion involving all concerned with the required efficacy to see to the possibilities of harmonizing the claim of the petitioner association with the present system in vogue.

12. I am of the considered view that in order to ameliorate the grievances of the given set of employees who appear to be in a dire need of some good change, if the purpose could be achieved with recruitment of some additional Station Masters, that step should be resorted to without allowing it to be a hurdle to a progressive change of the rest hours system. The cause of Women Station Masters so far not in employ and on the roll, according to

me shall not stand in the way. The non-spelt out inconvenience to the persons likely to be affected and not in the realm such as the likely hardships of other employees are to be made mitigative factors against the proposed change. These points may assume significance in the deliberation in the discussion held and negotiation allowed to the workmen and may find their recognition or rejection as the case may be, according to the emerging views of the discussants/participants where a final decision is to rest only on their acceptability.

13. The reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th April, 2011).

A.N. JANARDANAN, Presiding Officer

#### Witnesses Examined :

For the 1st Party/Petitioner : WW1, Sri K. Kannan.

For the 2nd Party/Management : MW1, Sri S. Palani.

#### Documents Marked :

##### On the petitioner's side

Ex.No.	Date	Description
Ex.W1	—	I.L.O. Convention No. 1.
Ex.W2	—	I.L.O. Convention No. 14.
Ex.W3	—	Para 415 of Indian Railway. Administration and Finance—An Introduction.
Ex.W4	—	Para 195, 218, 237 and 235 of Adjudicator's Award—Justice G.S. Rajadhyaksha.
Ex.W5	—	Para 6.200 of Railway Labour Tribunal, 1969—Justice N.M. Miabhoy's.
Ex.W6	—	Hours of Employment Regulations, 1961.
Ex.W7	—	Railway Board Orders.
Ex.W8	—	Model Rosters & Approved Intensive Rosters.
Ex.W9	—	Approved Essentially Intermittent Rosters.

##### On the Management's side

Ex.No.	Date	Description
Ex.M1	3-06-1989	Chapter-XIV of the Railways Act, 1989 containing provisions for regulation of hours of work and period of rest.
Ex.M2	14-11-2008	Hours of Employment Regulations Model Duty Roster.

नई दिल्ली, 26 अप्रैल, 2011

का.आ. 1402.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 1 के पंचाट (संदर्भ संख्या 189/1990) को प्रकाशित करती है जो केन्द्रीय सरकार को 26-4-2011 को प्राप्त हुआ था।

[सं. एल-20012/95/1990-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th April, 2011

S.O. 1402.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 189/1990) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL, and their workmen, which was received by the Central Government on 26-4-2011.

[No. L-20012/95/1990-IR(C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.-I, DHANBAD

In the matter of a reference U/s. 10 (1)(d)(2A) of I.D. Act.

Reference No. 189 of 1990

PARTIES : Employers in relation to the management of Bhagaband Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen

PRESENT : SHRI H.M. SINGH, Presiding Officer

#### APPEARANCES:

For the Employers : Shri H. Nath, Advocate.

For the Workman : Sri S.C. Gour, Advocate.

State : Jharkhand

Industry : Coal

Dated, the 18-4-2011

#### AWARD

1. By Order No. L-20012/95/90-IR(Coal-I) dated 20-8-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :



“Whether the demand of United Coal Workers’ Union for employment of dependent son of Smt. Jashoda Tatin, Wagon Loader, Bhagaband Colliery of M/s. B.C.C.L. is justified? If not, to what relief the workman is entitled?”

2. The case of the concerned workman, in short, is that the management of BCCL took a policy decision vide circular dated 4-8-80 that those delisted workmen who have put in 75 days attendance during 1973 to 1976 will be offered employment as ‘Badli Miner/Loader’ and in case of female workmen their dependent, husband or sons will be offered employment in ‘Badli Miner/Loader’. Before the A.L.C. the management had contended that Smt. Jashoda Tatin had not put in the requisite attendance. According to them she worked in the year 1976 and she put only 16 days attendance. The union took up the matter with the management regarding list of delisted casuals who had put in the qualifying attendance. The name of the workman in dispute i.e. Smt. Jashoda Tatin appears at Sl. No. 51 as per which she has put in 210 days attendance during 1973 to 1976. In spite of the above facts and circumstances, the case of Smt. Jashoda Tatin has not been considered by the management for employment of her dependent son.

It has been prayed that the Hon’ble Tribunal be pleased to answer the reference in favour of the workman.

3. The case of the management, in short, is that the management considered such cases who had put in 190 days of attendance in underground and 240 days of attendance on the surface in any calendar year from 1973 to 1976 as per BCCL norms. Smt. Jashoda Tatin had worked only for 16 days and as such she did not fulfil the required target of attendance for consideration and as such her case was not considered. Since she has not put in the required number of attendance, she cannot claim regularisation either for herself or for the employment of her dependent son. It is a concocted case designed to get employment for the son of Smt. Jashoda Tatin after a lapse of 7 years for motives best known to the union. So, the demand of the Union is unreasonable and unjustified and the entire approach of the union is illegal and baseless. In view of above, the question of giving any relief by way of giving employment to the dependent son of Smt. Jashoda Tatin does not arise at all.

It has been prayed before this Hon’ble Tribunal to pass an award in favour of the management holding that the dependent son of Smt. Jashoda Tatin is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other’s written statement.

5. The concerned workmen has produced WW-1, Smt. Jashoda Tatin and WW-2, Ram Nath Singh and proved document as Ext. W-1.

The management has not produced any evidence.

6. Main argument was for the employment of dependent son of Smt. Jashoda, Miner/Loader.

7. WW-1, Smt. Jashoda Tatin, in her cross-examination stated that I cannot say the exact year in which I had started working in the colliery. At page 2 she has stated I do not have any paper with me to show that I was an employee in that colliery. Presently I do not have any paper to show that the aforesaid application was filed. Papers were kept in a box in my room which have been stolen along with the box. But I had not reported that theft to the police. It shows that no document has been produced to show that she was an employee of the management. So, no employment can be given to her son by the management. It has not been proved that the concerned workman was a permanent employee of the management, so that her dependent son can be given employment by the management.

8. Considering the above facts and circumstances, I come to the conclusion that the demand of United Coal Workers’ Union for employment of dependent son of Smt. Jashoda Tatin, Wagon Loader, Bhagaband Colliery of M/s. BCCL is not justified. Accordingly, the concerned workman is not entitled to get any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2011

का.आ. 1403.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 235/1990) को प्रकाशित करती है जो केन्द्रीय सरकार को 26-4-2011 को प्राप्त हुआ था।

[सं. एल-20012/190/1990-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 26th April, 2011

NO. 1403.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 235/1990) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL, and their workmen, which was received by the Central Government on 26-4-2011.

[No. L-20012/190/1990-IR(C-I)]

D.S.S. SRINIVASA RAO, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL No.-I, DHANBAD**

In the matter of a reference U/s. 10 (1)(d)(2A) of I.D. Act.

**Reference No. 235 of 1990**

**Parties :** Employers in relation to the management of Chainpur siding of Area Colliery of M/s. C.C. Ltd.

**AND**

**Their Workmen**

**Present :** Shri H.M. Singh, Presiding Officer

**APPEARANCES:**

For the Employers : None

For the Workmen : None

State : Jharkhand Industry : Coal

Dated, the 15-4-2011

**AWARD**

1. By order No. L-20012/190/90-IR(Coal-1) dated 1-10-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec.(1) and sub-sec. (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Chainpur siding of Ara Colliery of C.C. Ltd. P.O. Kuju, Dist. Hazaribagh by not re-instating the services of Shri Basru Munda w.e.f. 29-8-88 and not making payment of arrears of wages alongwith other allied benefits payable to Sri Munda from time to time for the period from 29-8-88 and onwards is legal and justified? If not, to what relief the workman concerned is entitled to ?”

2. The case of the concerned workman, in short, is that while working he suddenly fell ill on 15-5-87 and remained under the colliery doctor for few days and thereafter he was referred for better treatment to Reginal Hospital, Naisarai. He intimated about his illness to the management by sending registered letter. When he was declared fit on 10-5-88, he reported for joining duty on 11-5-88, but he was allowed to join duty. An enquiry was held against him for his absenteeism which is fabricated, concocted and false. There is no evidence of receiving any enquiry letter issued by the management and the ex-parte enquiry is false.

In such circumstances, it has been prayed before the Tribunal to pass an award directing the management to re-instate the concerned workman as wagon loader w.e.f. 11-5-88 with all benefits including full back wages.

3. The case of the management, in short, is that the concerned workman considered was employed as a piece rated worker in Ara Colliery. Under S.O. 17 (i)(n) of the aforesaid model Standing Orders applicable to establishments in Coal Mines, absence of a worker from duty without permission and without satisfactory cause for more than 10 days, is misconduct for which he can even be dismissed from service. the concerned workman started absenting from duty w.e.f. 19-5-87 without permission and without satisfactory cause for more than 10 days. When he did not turn up to join his duty, he was issued a chargesheet dated 8/11-4-1988 for his unauthorised absence from duty. The concerned workman failed to submit any explanation to the management. Thereafter Sri N.K. Ojha, Personnel Officer was appointed as Enquiry Officer to enquire into the charges framed against him. He was given enquiry notices repeatedly to attend the enquiry, but he failed to do so. Thereafter the enquiry was held ex-parte. Enquiry Officer found him guilty of the charges framed against him and submitted his report. On the basis of enquiry report and considering the gravity of misconduct the services of the concerned workman was terminated by order dated 28/29-8-88.

It has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some paragraphs of each other's written statement.

5. The management has produced MW-1, Vidya Sagar Ojha, and proved documents marked Exts. M-1 to M-5.

The concerned workman has not appeared and not given evidence in spite of several notices.

6. The evidence of the management shows that proper enquiry was held against the concerned workman and charge-sheet was issued against him. After enquiry he was dismissed from service. Notices were sent to him by registered post by the management. It shows that the action of the management is not re-instating him in service is justified.

7. Accordingly, I render the following award—

The action of the management of Chainpur siding of Ara Colliery of C.C. Ltd., P.O. Kuju, Dist. Hazaribagh by not re-instating the service of Sri Basru Munda w.e.f. 29-8-88 and not making payment of arrears of wages alongwith other allied benefits payable to Sri Munda from time to time for the period from 29-8-88 and onwards is legal and justified, hence the concerned workman is not entitled to any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2011

का.आ. 1404.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 261/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-41012/155/99-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th April, 2011

S.O. 1404.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 261/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, received by the Central Government on 25-4-2011.

[No. L-41012/155/99-IR(B-1)]

RAMESH SINGH, Desk Officer

**ANNEXURE**

**BEFORE SRI RAM PARKASH, HJS PRESIDING  
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

I.D. No. 261/99

**BETWEEN**

Sri Masroor Ahmad  
Son of Sh. Mahmood Ahmad,  
Resident of 105/122, Chamanganj,  
Kanpur.

**AND**

The Sr. Divisional Signal & Telecom Engineer,  
Office of the Divisional Railway Manager,  
Northern Railway, Civil Lines,  
Allahabad.

**AWARD**

1. Central; Government, MoL, New Delhi, vide notification no. L-41012/155/99-IR (B-1) dated 30-08-99 has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of Northern Railway in terminating the services of Sri Masroor Ahmad with effect from 09-09-94 is justified? If not what relief the workman is entitled for?

**3. Brief facts are—**

4. It is a common fact of both the parties that the claimant Sri Masroor Ahmad was appointed year 1978 as a casual daily wager under opposite party no.4 that is Assistant Engineer (Signal & Telecom) Northern Railway, Kanpur and he was promoted on the permanent post of Khalasi on 20-09-81.

5. It is alleged that the claimant was issued a charge sheet dated 13-07-93 due to his absence from duty with effect from 27-07-92, by Assistant Engineer (S & T) Northern Railway, Kanpur. It is also alleged that he was also given a letter to call for a report from the police station Chamanganj, Kanpur regarding his character and after taking report he came for duty in the month of August 1992. But during this period his wife became seriously ill and thereafter his father also expired. He also filed a reply to the charge sheet on 08-12-93. After filing of the reply he was again taken on duty. He submitted his police, verification report on 24-08-94. After receiving the charge sheet he performed his duties but it was asked from him to get a police verification and submit a medical report also and he will be taken on duty thereafter. It is alleged that he has submitted the police verification report on 24-08-94 but due to malafide intention the opposite party without conducting any proper inquiry and took action against the claimant. When he came on 09-09-94 and met with the officer, he was served with dismissal order. Sri Jang Bahadur workman was also dismissed. Both of them made an appeal and both of them were medically examined but Sri Jang Bahadur was taken back on duty.

6. It is stated that the opposite party has never conducted any proper inquiry and he was never summoned during the inquiry, without conducting proper inquiry, information was sent at his home for dismissal from service. He was neither served with any notice pay or retrenchment compensation; therefore, the opposite party also committed breach of section of Section 25F, G, H and 25N of the Act. Therefore, he prayed that the order of termination dated 09-09-94 be declared as illegal unjust and he should be ordered to be reinstated in the service of the opposite party with full back wages, seniority and all consequential benefits.

7. It is alleged by the opposite party that the claimant was a habitual absentee without prior information, he remained absent from 16-06-84 to 25-06-93. He was served with a charge sheet no so and so dated 13-07-93, for his unauthorized absence since 27-07-92. For taking him on duty he was served another letter dated 14-08-93 by ASTE Kanpur. It is also alleged that claimant was issued another letter dated 16-08-94, but the claimant again remained absent with effect from 24-09-93 to 06-10-93. He again remained absent with effect from 27-10-93 to 25-06-94 for 240 days, therefore, his services were never remained continuous. Claimant was served charge sheet on 04-04-84 also. He

was again served with a charge sheet dated 13-7-93 by ASTE. It is alleged that for absence of claimant with effect from 29-10-83 to 13-8-93 that is for 1238 days and for 24-9-93 to 24-5-94, letter was issued for character verification of the claimant to P.S Chamanganj Kanpur. After receipt of the police verification, report dated 18-7-94, it was sent to the concerned officer through letter date 24-8-94 along with the letter of the claimant who has given the same on 24-8-94, but after giving the letter claimant again left the office without any information. Enquiry officer issued several registered letter to call the claimant for inquiry and even notices were published in the news paper for inquiry and claimant appeared on 28-8-94 at 2.00 p.m. in the office Mukhya Door Sanchar Nirikshak Karyalaya Kanpur, but left the office the same moment without giving any information and without seeking any permission thereafter the inquiry officer conducted the inquiry ex-parte and found him guilty and thereafter he was removed from service on 9-9-94. Claimant after receipt of the charge sheet did not sent the reply in person but sent it through some on 10-12-93. It is stated that he was removed from service as he remained absent from 10-10-93 to 8-9-94. This fact is denied that he was again taken on job. This fact is also denied that the claimant had submitted police verification report on 24-8-94. It is stated that the claimant had submitted an application to take him on job on 24-11-94, application was dated 12-11-94. This application was sent to the concerned officer for permission. On this application the officer has passed an order that police verification and medical check be done regarding claimant for this letter was sent to PS Chamanganj Kanpur. A report from PS Chamanganj Kanpur dated 12-4-96 was received which was placed before the competent officer on 23-4-96. Fitness certificate of the claimant dated 8-9-97 was sent on 15-9-97 to the concerned officer. It is stated that the claim statement is time barred. It is stated that the claimant was never loyal towards his duties. Therefore, he is not entitled for any relief.

8. Both the parties have filed oral as well as documentary evidence. Claimant has filed 5 documents vide list 17-11-03. These documents are in the shape of photocopies. Document No. 1 is the copy of SF-5, document No.2 is reply to SF-5, letter written by workman dated 24-5-94 and removal order dated 9-9-94 and memo of appeal.

9. Opposite party has filed 26 documents which are also photocopies. I will discuss the relevant documents at the time of appreciating the evidence.

10. Claimant adduced in oral evidence as W.W.1 Masroor Ahmad, Opposite party has adduced one Sri Rajendra Kumar Shukla Sr. Divisional Engineer Door Sanchar NCR, Kanpur as M.W.1.

11. I have heard the parties at length and perused the record thoroughly.

12. The short question to be decided in this case is whether the domestic inquiry conducted by the opposite party is fair and just, if not then whether opposite party has been able to prove the charges of misconduct against the delinquent employee before the court.

13. First of all I would like to revert to the status of the enquiry report. This is paper No. 39/29 Ext. M.12. It is simply one page inquiry. In 2/3rd part of the page the enquiry officer has written the facts and his findings are only in two lines which are being reproduced as under—

- (a) Sri Masroor Ahmad is remaining absent from duty since 10-10-93 till date.
- (b) Sri Masroor Ahmad is careless to his duty.
- (c) After receipt of SF-5 he did not appear for inquiry nor appeared for duty.
- (d) Sri Masroor Ahmad is responsible and found guilty for remaining unauthorized absent and in not performing the duty.

14. The above inquiry report is dated 20-4-94.

15. It is contended by the A.R. of the workman that the inquiry officer has not recorded the statement of any prosecution witness. He stated that the inquiry officer cannot take the cognizance of any documents unless evidence relating to these documents is produced by the prosecution, though the enquiry may be ex-parte.

16. Opposite party has adduced the evidence and the documents and the registered letter which were sent to the workman to appear in the inquiry.

17. M.W.1 stated on oath that Ext. M-6, M-8, M-9 and the postal receipts and acknowledgements are the documents which were sent by registered post but he did not receive it which shows an endorsement of "not claimed". The originals were before the witness at the time of evidence. It shows that the employee was given the opportunity by the management to appear in the inquiry proceedings. But still the question remains whether the inquiry officer who is discharging quasi judicial function can base his findings without taking any evidence particularly oral evidence who can depose before him that this is the record of the concern employee and he remained absent from duty from such and such period. It is a fact he has not recorded any evidence of any prosecution witness neither he summoned any witness not was produced by the prosecution.

18. Therefore, the workman has placed his reliance upon a decision 2006(108)FLR 21 Allahabad High Court Lucknow Bench between Sami Ullah Khan and U.P. State Road Transport Corporation & others.

19. It has been held by the Hon'ble High Court—Disciplinary proceedings—expressession—sufficiency of evidence—concept of —postulates existence of some evidence which links the charged officer with the misconduct alleged against him. No witness of prosecution appeared— inquiry concluded on the basis of material available on record—denial of opportunity of cross examination to the delinquent employee while relying on the report of traffic superintendent—held inquiry is vitiated.—

20. In the present case also though it was ex-parte, still incumbent upon the inquiry officer to record the evidence of any official who had produced the record and who could state that the delinquent employee remained absent as well as that he was a habitual absentee. Normally it is a saying that documents do not speak itself unless admitted by the other party. Therefore, I would not much discuss on the inquiry report, as to me the inquiry appears to be vitiated. The enquiry officer has not followed the principle of natural justice. Therefore, the inquiry held against the delinquent employee by the inquiry officer is held to be not conducted in accordance with the rules of natural justice accordingly it is vitiated.

21. Now it is to be determined whether the management, has been able to prove the charges/ misconduct against the employee before the tribunal by adducing oral as well as documentary evidence.

22. It is fact that the management has produced all the original record at the time of evidence, photocopies of which are on the file and proved by the management.

23. Now I will discuss the oral evidence of both the parties.

24. Opposite party has produced Sri Shukla who is Sr. Divisional Engineer Door Sanchar NCR, Kanpur. He stated on oath that Sri Masroor Ahmad was an employee of his branch. He is fully aware of the facts of the service record of the claimant. Delinquent employee had been almost careless towards duties. He had brought the original of leave record and service record whose photocopies are on the record. He remained unauthorized absence since 29-10-83 to 26-05-93 for 1408 days. To call him for duty numerous letters at different interval were written but he did not report for duty. He was served with SF-5 for his unauthorized absence. Prior to it he was also served with SF-5, but the delinquent employee did not make any improvement. Sri R. S. Srivastava was appointed as inquiry officer. He has written number of letters to the delinquent employee to appear in the enquiry. The delinquent employee has received the copy of SF-5. To call him on duty publication has also been made in the news papers Hindi, Urdu and English. Report of the inquiry officer was also sent to the delinquent employee and on the basis of report of the inquiry officer; the disciplinary authority has

passed the orders removing the delinquent employee from the service. He has also preferred an appeal where the decision of the disciplinary authority was upheld by the appellate authority.

25. He stated on oath that for remaining period of absent for 1408 days he has brought the original record in the court. In his statement M.W.1 has elaborated all the details regarding inquiry but stressed again on oath that the employee was very much careless towards his duties and he remained unauthorized absent and was of no use for government function. He has been thoroughly cross examined on all the relevant points. Most of his cross examination is on the point of inquiry. There is no such cross examination on this point that the delinquent employee did not remain absent for the above period or it should not be treated an unauthorized absence or he was not a careless person and not interested in his job assigned to him. There is no such suggestion before M.W.1 regarding this fact that the employee was not absent or he was not careless. It is the contention of the claimant that whenever he proceeded on leave he has given an application, but there is no such application of any type. Claimant has not disputed his absence from duty for such a long time, the employer is claiming that he remained absent from duty for 1408 days. I have seen the SF-5 charge sheet served on the employee and I find that there are three annexure along with the charge sheet which described the misconduct of the charged employee. In the second annexure it has been specifically mentioned that due to his prolonged unauthorized absence the same has become an acute problem for the smooth functioning of singling department. In my view it shows that the employee was placed at an important job and the railway is a department where public services are associated day and night.

26. In the first annexure it has been shown that the employee remained absent since 27-08-92 without permission from any officer and information. There is a second charge that he had adopted practice of habitual absentee without informing and without seeking permission which is causing major problem in the singling system which is important for the proper functioning of railway traffic thereby he had violated Section 3(1) (2) and (3) of Railway Servants Disciplinary Rules, 1966.

27. Now I have seen the evidence in the light of these allegations whether the employee had been a habitual absentee without seeking any permission. As per evidence adduced by the opposite party this fact appears to be proved by opposite party. During arguments I have also inquired from the workman as well as his representative as to what he wants to state about his absence. Absence he has admitted. Now when the opposite party has discharged his burden, it was for the claimant workman to show the reasons which may be genuine for remaining

absent from duty for such a long period i.e. 1983 to 1993. He has not shown any letter written by him to his employer showing his bona-fide intention for his absence. It is a fact that he was taken on duty on a number of times but he never moved any application before his employer for condonation or mercy or leave etc. I have also seen and examined the service record of the delinquent employee which is paper no.39/3-39/7. In the whole service record he has been found absent and absent and absent. There is no cross examination by the workman on this point that it is a forged record. They have also filed the absence period of employee which is paper no.39/8-39/10.

28. When W.W.1 was cross examined by the opposite party, he stated that he does not know when he did work. He also admitted that there is no receiving of any application which has been given by him for seeking leave etc. in the file. He also admitted that the employer had again passed an order for taking him on duty on 16-8-93, but he again remained absent from 24-9-93 to 6-10-93. But there is no such application, as he stated that he has given on the file. He again remained absent with effect from 27-10-93 to 25-6-94. He accepted his absence but stated that he had gone on sick but there is no such receiving of the application. It is stated by the opposite party that if he had gone on sick, there is railway hospital and it is expected from him to have taken treatment from railway hospital but there is no such document.

29. Therefore, in my view it is held that although the domestic inquiry held by the opposite party management against the delinquent employee is held to be vitiated but still the management has been able to establish the charges/misconduct against the delinquent employee before the tribunal by adducing oral as well as documentary evidence. Therefore it is concluded that the delinquent employee has rightly been awarded the punishment of removal from the service of the opposite party railway administration and being found the order of punishment in accordance with law, the same need not any interference at the hands of this tribunal in the present proceedings. Reference is therefore, decided against the workman and in favour of opposite party railway administration.

Dt. 20-4-11

RAM PARKASH, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2011

का.आ. 1405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली स्टेट को-ओपरेटिव बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 44/98)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/150/97-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th April, 2011

S.O. 1405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/98) of the Central Government Industrial Tribunal-cum-Labour Court-II, Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Delhi State Co-Operative Bank Ltd. and their workman, which was received by the Central Government on 25-4-2011.

[No. L-12012/150/97-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

IN THE COURT OF SHRI SATNAM SINGH,  
PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT No. II, DELHI

ID No.44/98

Dated : 31-3-2011

In the matter of dispute between :

Shri R.S.Rawat,  
House No. 627/5, Block C  
Gali No.10-11, Bhajanpura,  
Delhi-II0053

...Workman

Verus

The Delhi State Co-Operative Bank Ltd.,  
Head Office: 31, Netaji Subhash Marg,  
New Delhi-II0002

...Management

#### AWARD

The Central Government, Ministry of Labour vide order No.L-12012/150/97-IR(BI) dated 23-2-1998 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Delhi State Co-operative Bank Ltd. in terminating/retiring Shri R.S. Rawat w.e.f. 1-3-1996 at the age of 58 years is just and fair? If not, to what relief the workman is entitled?"

Statement of claim was filed by the workman in May, 1998. Written statement was filed by the management

in October, 1998. After the completion of the pleadings, the matter was fixed for evidence of the workman. Evidence of the workman has not yet been recorded in this case. None is present from the side of the workman for today i.e. 31-3-2011. On the last date of hearing also none was present from the side of the workman. On two earlier dates of hearing, some proxy appeared for the workman and prior to that on other earlier two dates, none was present for the workman. In the given factual scenario it is evident that the workman seems to be not interested in the outcome of this reference. In these circumstances, there is no way out except to pass a no dispute award in this case which is passed accordingly. The reference sent by the Central Government stands disposed of accordingly.

Dated : 31-3-2011

SATNAM SINGH, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2011

का.आ. 1406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 258/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-4-2011 को प्राप्त हुआ था।

[सं. एल-40012/74/1999-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th April, 2011

S.O. 1406.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 258/99) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 27-4-2011.

[No. L-40012/74/1999-IR(DU)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE SRI RAM PARKASH, HJS PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR**

**Industrial Dispute No. 258 of 1999**

#### BETWEEN

Sri Sheo Shanker Yadav,  
son of Sri Ram Pal Yadav,  
C/o Sri O P Mathur,  
177/36 K, Sarvodaya Nagar,  
Kanpur.

AND

The Sub Divisional Officer,  
Telegraph, Sultanpur.

#### AWARD

1. Central Government, MoI, New Delhi vide notification No.L-40012/74/99-IR(DU) dated 26-8-1999, has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the management of Telegraph Sultanpur in terminating the services of Sh. Sheo Shanker Yadav with effect from 1-4-99 is legal and justified? If not, what relief the workman is entitled?

3. Claimant Sri Shiv Shanker Yadav has alleged that he was engaged as a casual labour on 1-6-83 by the opposite party department. Opposite party department is an industry. Opposite party department is engaged in the work of telephone, fax telegram etc. New Telephone and Fax lines are laid and being maintained. Opposite department gives telephone connection and receives money in lieu of that, therefore, opposite party is an industry under Section 2(j) of the Act. Opposite party department is a public institution therefore, it is expected they should discharged their obligation like a model employer.

4. It is alleged that he worked under the opposite party department from 1-6-83 to 31-3-89 and there is no break even for a single day. Opposite party department has issued the working certificate for the said period. He worked for more than 240 days in a calendar year during the above said period. His work has been satisfactory right from the beginning. But all of sudden he was removed from the service without issuing any show cause notice on 1-4-89 by oral order. In this way removal of service amounts to breach of provisions of Section 25F and it amounts to retrenchment under the act but he was not served any notice or notice pay, therefore, the removal from service is illegal and unjust.

5. It is also alleged that certain junior persons in the name of Budhram and Ram Khilawan are still working in the department while removing him from service the opposite party did not consider the case of seniority and juniority. It is also alleged that after his removal the opposite party has made new recruitment but did not employ the claimant. This also amounts to breach of Section 25H of the Act. It is alleged that he has filed his case earlier to this and the reference was made in the year 1992 before CGIT, Kanpur and the case number was 54 of 92. That case was not decided on merits but on technical grounds. The learned Presiding Officer on the basis of decision of the Hon'ble Supreme Court, wherein it was held that Doorsanchar Vibhag was not an indust and relying upon this case law the case was decided accordingly holding

that the opposite party does not fall within the definition of the term Industry as defined under section 2(j) of the Act and therefore, the claimant is not entitled for any relief. Later on the Hon'ble Supreme Court in another decision held that Door Sanchar Vibhag is an Industry and accordingly, he again filed the case before ALC and from there it was sent to the Ministry and the Ministry has sent this reference. Therefore, he has not committed any delay in raising the dispute. Whatever the delay in raising the dispute, is due to litigation.

6. He is a poor man and he is not engaged in any job or work. Therefore, he has prayed that he should be reinstated in service with all consequential benefits.

7. Opposite party has filed the written statement. It is admitted by them that the claimant was engaged in January 1983 as a daily wage labour. They have also admitted the nature of work which has been described by the claimant in paragraph 2 of the claim statement. It is also stated that the opposite party being a public institution should behave like an ideal employer.

8. It is stated that the claimant was never loyal towards his duties. The claimant did not turn to work in the month of March 84 and May to July 1984. Therefore, the claimant did not work continuously. No certificate regarding good work in the name was ever issued by the officers of the opposite party department. He performed his duty as a daily wage labourer for specific period for specific work. He never performed continuous working for 240 days in a calendar year. It is stated that he was not removed from service; it was a case of suo motto termination as he was taken for specific work of temporary nature, the same automatically came to an end after completion of work, hence no written notice or any type of opportunity was necessary in the case of the claimant. It is alleged that question of applicability of the relevant provisions of the Act are not attracted considering the facts and circumstances of the case and especially when his engagement was on casual/daily rate basis. It is refuted by the opposite party that the claimant is entitled for his reinstatement as his engagement was for a specific work on temporary basis. Lastly it has been alleged that the claim of the claimant is liable to be rejected and should be rejected.

9. Claimant has also filed rejoinder in the case but therein nothing new has been explained except reiterating the facts already alleged in the claim petition.

10. Heard and perused the record.

11. Claimant has filed oral as well as documentary evidence. Opposite party has not filed any evidence in support of his pleadings.

12. The short question in this case is to be determined whether the claimant has completed 240 days before his

termination on 1-04-89 and whether any right has accrued to him under sections 25F and 25H of the Act.

13. I have examined the statement of the workman Sri Shiv Shanker Yadav as W.W.1. He stated on oath that he was engaged as a labour on 01-06-83 and worked up to 31-03-89 under the opposite party department. On 1-04-89 the opposite party removed him from service. While removing, he was not paid any retrenchment or notice pay. He also stated on oath that when he was removed from service, certain persons who were junior to him, whose names are Budh Ram, Ram Khilawan were still engaged by the opposite party department and they are still working and had been made permanent.

14. Opposite party has thoroughly cross-examined him, but nothing has come out in his statement, which make his statement unbelievable. Opposite party has given one suggestion that he was never engaged or appointed by the opposite party department and this suggestion has been denied by the claimant. Now I would like to advert the written statement filed by the opposite party wherein they have admitted that the claimant was engaged in the month of January 1983. But in the written statement they stated that the claimant did not turn up for the work in the month of March 1984 and May to July 1984. For a moment if this fact is to be taken into consideration, it does not carry much significance, because he stated that he has been removed on 01-04-89. Therefore, I have to consider the period preceding 12 months with effect from 01-04-89 and it has been found that the claimant had worked for almost 338 days preceding one calendar year from the date of his alleged termination which is more than 240 days. Claimant has filed the chart of his working days which is a certificate issued by the Accounts Officer Door Sanchar Mandliya Abhiyanta and this appears to be original and is marked Ext. W-6. Opposite party has admitted his engagement. Now it was the duty of the opposite party department to produce all the relevant records which is supposed to be in the custody of the opposite party, but they failed to produce record or documentary evidence in rebuttal of the documentary evidence filed by the claimant. Opposite party has taken the plea in their written statement that the claimant was engaged for specific work and for specific period whereas the contention of the claimant is that the nature of work was of permanent. I would like to say that the opposite party has not adduced any evidence in support of their pleadings, therefore, the contentions raised in the written statement becomes redundant unless proved.

15. Claimant has placed reliance on a decision 2010 (125) FLR 187 Supreme Court between Krishan Singh and Executive Engineer, Haryana State Agriculture Marketing Board, Rohtak. In this decision the Hon'ble Apex Court held if the Labour Court after taking the pleadings of the parties and circumstances of the case came into



consideration has directed reinstatement with 50% back wages, High Court would not interfere with such discretion in exercise of its powers under articles 226 and 227 of the Constitution of India.

16. He has also placed reliance upon a decision 2001 (88) FLR 508 Supreme Court between Deep Chandra and State of U.P and another. Hon'ble Apex Court held that where workman put in more than 240 days in each year of service - he had been retrenched without following the procedure prescribed under section 25 F of the Act - Labour Court, therefore, rightly granted reinstatement with back wages and other consequential benefits.

17. Therefore, the evidence adduced by the workman appears to be genuine and believable. He has been able to prove that he has worked right from 01-06-83 to 31-03-89 and he was removed on 01-04-89 without following the procedure prescribed under section 25F of the Act. He was not served with any notice or notice pay. He was not paid, retrenchment compensation. Therefore this fact is found in favour of the claimant.

18. I have also considered the contention of the opposite party raised in their written statement that the dispute has been raised belatedly. Claimant has especially mentioned all the facts in his statement of claim which I have also narrated under the brief facts. I have gone through the previous award which was delivered by my learned P.O. The award delivered on 31-12-96 was not on merit. It was found that the reference is incompetent and is being sent unanswered. Again the matter was raised by the claimant and the instant reference was made to this Court. Whatever the time was taken was due to legal battle going on between the parties. Therefore, there does not appear any deliberate on the part of the claimant.

19. Claimant has also alleged in the claim statement that when he was removed from service certain junior persons in the name of Budh Ram and Ram Khilawan were retained and the opposite department did not follow the principle "Last come First go". He has also stated this fact in his evidence on oath but opposite department neither contradicted specifically this fact in their written statement nor gave any evidence against this fact. He was also cross-examined but nothing came out which makes his statement unbelievable on this point. Therefore, this fact that Ram Khilawan and Budh Ram who were junior to the claimant were retained by the opposite party department while removing the claimant from service. Therefore, the contention raised by the authorized representative for the workman that the opposite party department has breached the provisions of section 25G is also found tenable.

20. Therefore, the claimant has been able to prove his case and the opposite party is directed to reinstate the claimant.

21. Claimant has alleged that since his removal he has not been engaged anywhere. He is totally unemployed. He has shown his age about 40 years. Considering the facts and circumstances of the case it would meet the ends of justice if he is directed to be reinstated in service with 75% of back wages with all attendant benefits attached with the post.

22. Reference is therefore, decided in favor of the claimant and against the opposite party in the above terms.

Dated 19-4-11

RAM PARKASH, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2011

का.आ. 1407.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय विद्यालय के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 5/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 27-4-2011 प्राप्त हुआ था।

[सं. एल-42011/17/2009-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th April, 2011

S.O. 1407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kendriya Vidyalaya and their workmen, which was received by the Central Government on 27-04-2011.

[No. L-42011/17/2009-IR(DU)]

JOHAN TOPNO, Under Secy.

**ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
CHENNAI**

Wednesday, the 20th April, 2011

Present : A.N. JANARDANAN, Presiding Officer

**Industrial Dispute No. 5/2011**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Kendriya Vidyalaya and their Workman)

**BETWEEN**

Smt. P. Thangam : 1st Party/Petitioner

Vs.

The Principal  
Kendriya Vidyalaya  
INS Kattobomman  
Vijayanarayanam-627119

: 2nd Party/Respondent

**APPEARANCE:**For the 1st Party/ : M/s K.M. Ramesh,  
Petitioner AdvocatesFor the 2nd Party/ : Ex-parte  
Management**AWARD**

The Central Government, Ministry of Labour vide its Order No. L-42011/17/2009-IR(DU) dated 22-12-2010 referred the following industrial dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Kendriya Vidyalaya, Vijayanarayanam, in not considering the reinstatement with back wages to their workman Smt. P. Thangam, from 06-03-1996 is legal and justified? What relief the workman is entitled to?”

2. After the receipt of industrial dispute, this Tribunal has numbered it as ID 5/2011 and issued notices to both sides. The petitioner entered appearance through Advocate and filed Claim Statement. On behalf of the Respondent there was a proposal made from some lawyer to file Vakalat but thereafter in spite of 6 adjournments no Vakalat has been filed. Respondent also was continuously absent or not represented. Eventually he has been called absent and set ex-parte. Subsequently, the petitioner also stood not represented for 3 occasions to which the case stood posted.

3. The short recital of facts in the Claim Statement are as follows:

Petitioner appointed as Basic Servant at Kendriya Vidyalaya, INS Kattobomman, Vijayanarayanam, Naguneri Taluk, Tirunelveli initially on a casual basis with salary of Rs. 25 per day worked continuously from 01-01-1995 to 28-07-1995. From 29-07-1995 to 05-12-1995 she had been employed on a monthly salary of Rs. 868. The school being situated in a prohibited area under the control of the Indian Navy pursuant to Headmaster's letter dated 29-07-1995 she was issued an entry pass by the INS Kattobomman, Naval Base from 05-8-1995 to 05-12-1996. Her salary was paid at Rs. 868 per month from 01-01-1995 to 28-07-1995. It was paid through a signed voucher. From 29-07-1996 to 04-12-1996 she was

paid salary on monthly basis. She proceeded on Maternity Leave from 05-12-1996 and she had been paid maternity leave salary. She had continuously worked for 338 days, from 01-02-1995 to 28-07-1995, from 29-07-1995 to 04-12-1995. After Maternity Leave from 05-12-1995 for 3 months when she reported for duty on 06-03-1996 she was informed terminated from service rather alleging that after receiving sanction from Delhi she would be taken back. She was orally terminated without assigning any reason or notice which is illegal and not justified and which is not for any misconduct. Her repeated requests for reinstatement were in vain. She raised ID before Tamil Nadu State Labour Officer followed by a petition before the Labour Court, Tirunelveli from which for informed lack of jurisdiction, the same was withdrawn and the ID was raised before the Central Labour Machinery wherefrom it has been referred as per High Court order dated 18-10-2010 in WP(MD) 8587 of 2009. There is violation of Section-25F of the ID Act. Subsequent entrants into service have been regularized in service. There is violation of Section-25G of the ID Act. Denial of employment when under Maternity Leave is arbitrary, illegal, in victimization and unfair labour practice. She has not been gainfully employed after the termination. Hence the claim.

**4. Points for consideration are :**

- (i) Whether the action in not considering the reinstatement with back wages to Smt. P. Thangam, workman from 06-03-1996 is legal and justified?
- (ii) To what relief the concerned workman is entitled?

**Points (i) & (ii)**

5. Respondent being not present or represented by any advocate duly engaged, though it had been initially represented that the Vakalat is proposed to be filed for it but having not filed on several adjournments of the case from time to time it was called absent and set ex-parte. The matter, thereafter, while stood posted for adducing evidence on behalf of the petitioner, petitioner also was not present or represented for several adjournments to which the case stood posted further. Therefore it is a case in which both sides are absent. Though petitioner filed a Claim Statement, a Counter Statement has not been filed by the Respondent who is ex-parte altogether. Needless to say there is no evidence adduced on either side especially by the petitioner who had filed a Claim Statement by way of pleading, which perse, is not evidence. The burden of proof in this case being on the petitioner who has not only adduced no evidence but also has not been present when the case was taken up for hearing it is only to be held that the action of the Management is only legal and justified and the petitioner is not entitled to any relief. It is so held.

6. The reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th April, 2011)

A. N. JANARDANAN, Presiding Officer

#### Witnesses Examined:

For the I Party/Petitioner : None

For the II Party/Management : None

#### Documents Marked :

##### On the Petitioner's side

Ex. No.	Date	Description
	Nil	

##### On the Management's side

Ex. No.	Date	Description
	Nil	

नई दिल्ली, 27 अप्रैल, 2011

का.आ. 1408.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपरिटेन्डेंट ऑफ पोस्ट ऑफिस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/204/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 27-4-2011 को प्राप्त हुआ था।

[सं. एल-40012/57/2000-आई आर (डीयू)]  
जोहन तोपनो, अवर सचिव

New Delhi, the 27th April, 2011

S.O. 1408.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/204/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Superintendent of Post Office and their workman, which was received by the Central Government on 27-04-2011.

[No. L-40012/57/2000-IR(DU)]  
JOHAN TOPNO, Under Secy.

#### ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/204/2000

Date: 18-04-2011

Party No. 1 : The Supdt. of Post Office,  
Nanded Division,  
Nanded-431602.

#### Versus

Party No. 2 : Shri Vishwanath Devidasrao More,  
Through Sh. Javed Anwar,  
Secretary, Bhartiya ED Employees  
Union, Mastanpura, Nanded-431602

#### AWARD

(Dated: 18th April, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Supdt. of Post Office, D/o Post and their workman, Shri Vishwanath Devidasrao More for adjudication, as per letter No. L-40012/57/2000-IR(DU) dated 30-5-2000, with the following schedule :

"Whether the action of the management of Supdt. of Post Office, Nanded Division; Nanded in terminating the services of Sh. More Vishwanath Devidasrao is legal, proper and justified? If not, to what relief the workman is entitled and from which date? What other directions are necessary in the matter?"

2. Being noticed, the union, "Bhartiya ED Employees Union" ("the union" in short) on behalf of the workman, Shri Vishwanath Devidasrao More ("the workman" in short), filed the statement of claim and the management of the Supdt. of Post Office, ("the Party No.1" in short) filed its written statement.

The case of the workman is that he entered into the service of the Party No.1 on 14-6-96 as an E.D.D.A. (Extra Departmental Delivery Agent), Bhogaon "Devi" under Jintur S.O., Dist. Parbhani and was entrusted with the work of delivery of letter received in Bhogaon Devi Branch Post office and the worked for 2 years, 7 months and 17 days and was being paid Rs. 275 plus admissible dearness relief per month and during his service period, Mail Overseer and other postal Authorities visited and inspected his delivery work with satisfactory result and there was never any complaint against him and on 28-2-1999, his services were terminated by Sub-Divisional Inspector, Parbhani, on the direction of the Party No. 1 another candidate was appointed in his place and his appointment as an EDDA was after calling his name from the Employment Exchange and as such, after his appointment as EDDA, his name was removed from the register of the Exchange, so, there is no scope of his getting any other employment and his service was terminated without compliance of the provisions of the Act and without any valid reason and at the time of termination of his service, he was given the assurance that he would be

appointed as EDDA in the postal division within a short period by the competent authority, but, he was not given any appointment and he was not given any compensation at the time of termination of his service. The workman has prayed to declare his termination as illegal and for reinstatement in service.

The Party No.1 in its written statement has admitted the engagement of the workman as E.D.D.A. at Bhogaon Devi under Jintur S.O. on 14-6-1996 and that his services were terminated on 28-12-1999, but it has pleaded that it is a public utility service department and is not an industry and the workman was engaged on temporary provisional basis in the place of a regular employee, who was placed under put-off duty during the said period and the workman was not in regular employment and it did not appoint another person in place of the workman, but the regular incumbent, who was on put off duty came to be reinstated and as such, the services of the workman was brought to an end and the reinstated employee had taken charge on 1-3-1999 and the name of the workman was not called for from the Employment Exchange and no assurance was given to the workman by any competent authority for his appointment and there was no question of payment of any compensation and for the period of engagement of the workman, he was paid the agreed remuneration and the workman had every knowledge that his appointment was temporary and provisional and liable to be terminated at any point of time and the workman had not completed three years of service as required in office memorandum dated 18-5-1979 and as the service of the workman was temporary, the same was rightly terminated, on the regular incumbent joining the service, after duly reinstated w.e.f. 1-3-1999 and as such, the workman is not entitled for any relief.

4. The workman has not adduced any evidence in support of his claim. Whereas, besides relying on documentary evidence, the Party No.1 has examined one Bodagula Venkat Rangaiah, the Supdt. of Post Office as a witness. Shri Bodagala in his evidence has reiterated the facts mentioned in the written statement. In his cross-examination, he has stated that he was not working at Parbhani during the period covered in the reference and he has no personal knowledge about the claim and on 14-6-96, the workman was working as EDDA, Bhogaon Devi by way of stop gap arrangement and the charge report has been filed as Annexure-I and on 28-2-1999, the service of the workman was terminated and he had completed 240 days continuous service in the year 1997 and at the time of termination, one month's notice as well as retrenchment compensation was not paid.

5. At the time of argument, it was submitted by the learned advocate for the workman that the workman being appointed by the Party No.1 as EDDA, Bhogaon Devi

worked continuously from 14-6-1996 to 28-2-1999 with a monthly salary of Rs.275 plus dearness allowance and no memo or charge sheet was issued against him during his service tenure and his service was illegally terminated on 28-2-1999, without following the due mandatory provisions as contemplated u/s 25-F and 25-G of the Act and the workman was performing permanent nature of job and he had completed 240 days of continuous work with the Party No.1 and as such, he was entitled for regularization of his service and due to non-compliance of the mandatory provisions u/s 25-F and 25-G of the Act, the termination of the service of the workman is illegal and the workman is entitled for re-instatement in service and for full back wages and though the workman made representation on 24-3-1999 and 28-4-1999 to reinstate him in service, he was not reinstated and after termination of the service of the workman, the Party No.1 engaged a fresh hand in his place, in violation of the provisions of Section 25-H of the Act and in view of the judgement of the Hon 'ble Apex Court as reported in *Satyam Vs Central Bank of India* 1996 II-LLJ-820, the workman should have given the preferential right over the fresh recruit and as the workman joined *Bhartiya E.D. Employees union*, his service was terminated by way of victimization and the Postal Department has formulated a scheme in view of the judgement in *Rajkamal V/s. Union of India* for regularization of services and granted them temporary status but Party No.1 did not extend such benefit to the workman and the name of the workman was deleted from the office of the Employment Exchange, after his appointment and he had become over age after termination of his service and cannot get employment elsewhere and the workman is entitled for the reliefs of reinstatement, continuity in service and full back wages.

6. On the other hand, it was submitted by the learned advocate for the Party No.1 that the reference is liable to be dismissed as Party No.1 is not an industry. In support of such contention, reliance has been placed on the decision of the Hon'ble Apex Court as reported in 1996-8 SCC - 489 (*Sub-Divisional Inspector of Posts Vaikam V/s Theyyam Joseph*). It was further submitted that the workman has not adduced any evidence in support of his claim and as such, the reference is liable to be rejected and the workman was appointed purely on temporary and provisional basis in the vacancy caused due to put off duty of the regular employee and his services were liable to be terminated at any point of time Without any notice or compensation and the workman knew the same and in view of the decision reported in 2006 - 4-SCC-1 (*State of Karnataka Vs. Umadevi*), the workman is not entitled for regularization.

7. First of all, I will take up the submission made by the learned advocate for the Party No.1, management that in view of the judgement of the Hon'ble Apex Court as

reported in 1996 - 8 -SSC- 489 (supra), the reference is liable to be dismissed.

No doubt, in the judgement as aforesaid, the Hon'ble Apex Court had held that, "Post Department - Functions of, held, part of sovereign function of the state and not an industry", but with respect, I am to mention here that the above decision of the Hon'ble Apex Court (Bench strength - 2) has been overruled by a larger bench of the Hon'ble Apex Court as reported in the decision reported in (1997) 8 SCC - 767 (G.M.Telecom Vs A.Srinivasa Rao)(Bench strength - 3), in which, the Hon'ble Apex Court have held that, "The dominant nature test for deciding whether the establishment in an 'Industry' or not is summarised in Para 143 of the judgement of Justice Krishna Iyer in Bangalore Water Supply Case, (1978) 2 SCC 213. It is rightly not disputed by the appellant that according to this test, the Telecommunication Department of the union of India is an 'Industry' within the definition because it is engaged in a commercial activity and the department is not engaged in discharging any of the sovereign function of the state.

Bangalore Water Supply and Sewerage Board Vs. A Rajappa, (1978) 2 SCC 213, 1978 SCC (L&S), 215, applied.

Sub-Divisional Inspector of Post Vs. Theyyam Joseph, (1996) 8 SCC 489; Bombay Telephone Canteen Employees' Assn. Vs Union of India, (1997) 6 SCC 723 overruled".

As the judgement, on which, reliance has been placed by the learned advocate for the Party No.1 has already been overruled by a larger bench of the Hon'ble Apex Court, I find no merit in the submission made by the learned advocate for the Party No. 2.

8. It was submitted by the learned advocate for the workman that the workman was terminated by way of victimization by Party No.1, as the workman joined Bhartiya E.D. Employees Union. Such submission is to be mentioned and rejected, in absence of any pleading in the statement of claim and evidence in support of the same. Hence, the contention raised in that respect by the learned advocate for the workman fails.

9. It is not disputed that the workman came to be appointed as an E.D.D.A. at Bhogaon "Devi" B.O. on 14-6-1996 and he worked as such from 14-6-1996 to 28-2-1999 and his services were terminated on 28-2-1999. According to the learned advocate for the workman, as the provisions of Section 25-F and 25-G of the Act were not complied with and one month notice or notice pay in lieu of notice and retrenchment compensation was not offered to the workman, the termination of the services of the workman is illegal and as such, the workman is entitled for reinstatement in service and full back wages and continuity in service.

Section 25-F and 25-G of the Act deal with conditions precedent to retrenchment of workman and procedure for retrenchment. So far application of Sections 25- F and 25-G of the Act, first of all, it is to be find out as to whether the termination of the service of the workman amounts to retrenchment.

The definition of "retrenchment" is provided in section 2(oo) of the Act. According to the said definition, "retrenchment" means the termination by the employer of the service of a workman for any reason what-so-ever, otherwise than as a punishment inflicted by way of disciplinary action but does not include -

- (a) Voluntary retirement of the workman, or
- (b) Retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation on that behalf contained therein; or
- (c) Termination of the service of a workman on the ground of continued ill health.

10. Admittedly, Annexure-I is the appointment letter of the workman. On perusal of Annexure-I, it is found that one Shri Santuk Digambar More, who was the EDDA, Bhogaon was placed on put up duty and for that, the present workman was provisionally appointed in the said post. It is also found from Annexure-I that it has been specifically mentioned that "Shri Vishwanath Devidas More, R/o Bhogaon (D) (name and address of the selected candidate) is offered provisional appointment of the post of EDDA, Bhogaon (D), BO (name of post)". It is also specifically mentioned in the said document that Shri Vishwanath, who clearly understands that if ever it is decided that Shri S.T.More, EDDA, Bhogaon (D), BO (Jintur SO), who has been put off will be taken back in service, the provisional appointment will be terminated without any notice. It is also mentioned in the said document that the SDI, Parbhani-431401 reserves the right for terminating provisional appointment any time as mentioned in the Para above, without notice and without assigning any reason. In the said document, it has also been mentioned that in case the above conditions are acceptable to Shri V.D.More, RO, Bhogaon (D), Jintur, he should sign the duplicate copy of the memo and returned the same to the undersigned immediately. The workman

accepted the conditions mentioned in the appointment letter and joined the service. It is also the case of the Party No.1 that as Shri S.D. More was placed under put-off duties was reinstated in service, so the service of the present workman was terminated in accordance with the conditions of the appointment letter. The evidence of the witness examined on behalf of the Party No.1, in this respect has not been challenged. Though the workman has mentioned in his statement of claim that another person was appointed in his place by Party No.1, after termination of his service, neither he has mentioned his name nor has adduced any evidence in support of the same. As the termination of the service of the workman was due to reinstatement of the previous EDDA and as service of the present workman was terminated under the stipulation that his service will be terminated without any notice if put off EDDA is taken into service, as contained in the appointment letter, it is found that the termination of the service of the workman cannot be held to be a retrenchment from service and as such the provisions of Section 25(F) and 25(G) are not applicable in this case.

From the evidence on record and the discussion made above, it is found that the termination of the service of the workman is justified. Hence, it is ordered :

#### ORDER

The action of the management of Supdt. of Post Office, Nanded Division, Nanded in terminating the services of Shri More Vishwanath Devidasrao is legal, proper and justified. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2011

का.आ. 1409.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीएसएनएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/101/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 27-4-2011 को प्राप्त हुआ था।

[सं. एल-40012/213/2002-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th April, 2011

S.O. 1409.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/101/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the

Annexure in the Industrial Dispute between the employers in relation to the management of BSNL and their workman, which was received by the Central Government on 27-4-2011.

[No. L-40012/213/2002-IR(DU)]  
JOHAN TOPNO, Under Secy.

#### ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/101/2003

Date: 19-04-2011.

Party No. 1 : The Principal General Manager,  
Telecom (BSNL), Telecom  
Bhawan, Zero Mile, Civil Lines,  
Nagpur-440001.

#### Versus

Party No. 2 : Deepak Laxminarayan Omre,  
alias Mohd. Sarfaraz Raza Khan,  
C/o Ashpaque Ansari, in front of  
Ansar Library, Ansar Nagar,  
Mominpura, Nagpur.

#### AWARD

(Dated: 19th April, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of BSNL, Telecom Bhawan, Zero Mile and their workman, Sh. Deepak Laxminarayan Omre for adjudication, as per letter No. L-40012/213/2002-IR (DU) dated 25-2-2003, with the following Schedule :—

"Whether the action of the management of BSNL, Nagpur through its Principal General Manager, Nagpur in terminating the services of Shri Deepak Laxminarayan Omre, Casual Motor Driver w.e.f. 15-2-2002 is just and proper? If not, to what relief the said workman is entitled?"

2. On receipt of the reference, notices were issued to the parties to file their respective statement of claim and written statement, in response to which, the workman, Shri Deepak Laxminarayan Omre ("the workman" in short) filed his statement of claim and the management of Telecom (BSNL) ("the Party No.1" in short) filed its written statement.

3. The case of the workman is that he was earlier known as Deepak S/o Laxminarayan Omre, Hindu, but he

was converted to Muslim and renamed as Mohd. Sarfaraz Raza Khan and the said facts had been notified in the Government Gazette and he was employed as a Daily Wage Motor Driver w.e.f. 10-4-1997 orally with the Party No.1 and he was terminated from service w.e.f. 15-2-2002 without any written order and before termination of his service, he had already worked for 1234 days and had performed more than 240 days of service in every calendar year and his service record was without any adverse remark and he had approached the Party No.1 for regularization of his service vide application dt.4-10-2000, in accordance with the circular No.269-94/98 STN-II dated 29-9-2000, issued by the Department of Telecom, New Delhi, but the Party No.1 did not consider his request and he was terminated from service without due compliance of the mandatory provisions of section 25- F of the Act and during his service period, he was working from 9.30 AM till 6.30 PM, but he was shown to have been engaged for part time job and he had approached the Central Administrative Tribunal by filing of original application No.902 of 2001 to grant him T.S.M. status of Mazdoor with all the benefits, challenging the action of Party No.1, but the Department of Telecommunication was taken over by Bharat Sanchar Nigam Limited and as such, the Central Administrative Tribunal had no jurisdiction and his application was disposed of by the Central Administrative Tribunal holding that it had no jurisdiction to decide the dispute and thereafter, he approached the Hon'ble High Court in Writ Petition No.767 of 2000, making prayer for direction to regularize his service as a regular Mazdoor and to grant him permanent status and the Hon'ble High Court by order dated 13-3-2002 directed him to approach the authorities under the Payment of Wages Act, 1936 and granted four weeks of time for the same and on 15-2-2000 itself, the Party No.1 orally terminated his service illegally without following the due procedure of law, so he approached the Regional Labour Commissioner, Nagpur and on failure of the conciliation, the RLC submitted the report of failure to the Central Government and the dispute was referred to this Tribunal for disposal according to the law. The workman has prayed to declare his termination w.e.f. 15-2-2002 as unfair, illegal and void and to pass order for his reinstatement in service with continuity and back wages and payment of interest @18% per annum till the date of reinstatement.

4. The Party No.1 in its written statement has pleaded inter-alia that the workman was illegally employed as Casual Motor Driver by the S.D.E. of the office of PGMT, Nagpur, without any appointment order and no regular process of appointment was observed and the engagement was in defiance of ban order on such appointment and the

workman had not worked for 240 days in any calendar year and he was allowed to drive the vehicle whenever regular Driver used to be on leave or absent and the guidelines of the circular as referred by the workman was related to regularization of casual labour and was not related to regularization of Casual Motor Driver and Casual Labour and casual Motor Driver are two different categories and cadres and they cannot be compared with each other in so far as their service conditions, payment and nature of work etc. are concerned and the SDE, Nagpur in his letter dated 11-3-2002, had clearly mentioned that the workman was engaged by him on contract basis w.e.f. 10-4-1997 to 10-7-1998 and he was paid through regular impress or temporary advance and he was paid continuously only for 5 days and as such, there is no question of his engagement for more than 240 days and the workman was engaged whenever his service was being required by the department, as a Daily Wage Driver and as such, the workman has no ground to ask for regularization in the Department of BSNL and it had no obligation to comply with the provisions of Section 25- F of the Act, as he was a mere casual wage earner and as such, the workman is not entitled for any relief.

5. It is necessary to mention here that since 8-1-2007, neither the petitioner nor his advocate appeared in the case. Though several opportunities were given to the petitioner to adduce evidence in support of his claim, the petitioner did not adduce any evidence either oral or documentary. Hence, the evidence from the side of the petitioner was closed. The management produced documents in support of its claim.

6. Perused the record including the statement of claim, written statement and documents on record. As the workman has claimed to have worked for more than 240 days in each calendar year from 10-4-1997 to 15-2-2002, the burden was on him to prove the said claim. However, there is no evidence on record in support of the claim of the workman. Hence, it cannot be held that the workman had worked for 240 days preceding the 12 calendar months from the date of termination i.e., 15-2-2002 and that the workman is entitled for any relief as claimed by him. Hence, it is ordered :

### ORDER

The action of the management of BSNL, Nagpur through its Principal General Manager, Nagpur in terminating the services of Sh. Deepak Laxminarayan Omre, Casual Motor Driver w.e.f. 15-2-2002 is just and proper. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2011

का.आ. 1410.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अमेरिकन एक्सप्रेस बैंक लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 109/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/113/2003-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th April, 2011

S.O. 1410.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 109/2003) of the Central Government Industrial Tribunal-cum-Labour Court-II, Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of American Express Bank Ltd. and their workmen, received by the Central Government on 25-4-2011.

[No. L-12012/113/2003-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

IN THE COURT OF SHRI SATNAM SINGH,  
PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT-II, KARKARDOOMA COURT  
COMPLEX, ROOM NO. 33(GF), A-BLOCK  
KARKARDOOMA, DELHI-110032

ID No. 109/2003

#### IN THE MATTER OF DISPUTE BETWEEN:

Shri J.V. Subramaniam  
Resident of Flat No. 16-C,  
Gayatri Apartment, Plot No. 21,  
Sector-IX, Rohini, New Delhi

...Workman

#### Versus

The Manager,  
Employees Relations, American Express  
Bank Ltd., Travel Related Services,  
Now shifted to ENKAY Centre, A-1 &  
A-2, Udyog Vihar, Phase-V,  
Gurgaon.

... Management

#### AWARD

The Central Government, Ministry of Labour vide  
Order No. L-12012/113/2003-IR(B-I) dated 24-7-2003 referred

the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management M/s. American Express Bank Ltd., Travel Related Services, New Delhi in imposing the punishment of compulsory retirement of Shri Subramaniam is just, fair and legal"? If not, what relief the said workman is entitled to and from which date?"

2. Workman Shri J.V. Subramaniam has filed his statement of claim stating therein that the present industrial dispute has arisen due to imposition of punishment of compulsory retirement by the management on him. According to him, the same has been done with mala fide intentions and ulterior motives on account of the biased and prejudicial attitude of the management against the workman who has also been harassed and victimized.

3. It is further submitted that workman J.V. Subramaniam has been working as Special Assistant since 21-11-1967 with the management bank. The workman being honest to his work and duty did not come under the influence and pressure of the superiors in the management. Besides that, the workman being a member of the American Express Bank Limited Union was participating in All India Bank Employees Association activities due to which the management got irked and started harassing him.

4. That the management served a charge-sheet on the workman on 25-8-1993 alleging allegations of willful insubordination, doing acts prejudicial to the interest of the management bank, breach of rules of business and instructions and failure to show proper consideration to them. The workman denied the charges by way of representation dated 30-8-93 and 1-9-93. The management in order to victimize the workman constituted an enquiry to enquire into the matter which has been held in violation of the principles of natural justice and also with biased and prejudicial mind following which the management notified the punishment of dismissal from service vide letter dated 18-4-1994 against which the workman made representation dated 10-5-1994. The workman also gave written submissions and representations on 26-8-1994 and 27-9-1994 following which the suspension was revoked and vide notice dated 10-10-1994 the proposed punishment of dismissal was reduced to that of withdrawal of special allowance with immediate effect which in fact was made on permanent basis.

5. That the workman being seriously aggrieved due to the denial of Rs. 524 per month with effect from November, 1994 onwards on permanent basis filed a suit in the High Court of Delhi (Suit No. 173/97) for grant of declaration and damages worth Rs. 5,00,500 for the economic loss and reputation. That following this the workman has not been paid his salary since February, 1999 though the workman was reporting for duty and was



carrying out office work regularly. That the management on one hand stopped paying the salary to the workman with effect from February, 1999 and on the other hand just to tease the workman concerned gave a gift voucher of Rs. 101 on 19-7-1999 as Happy Birthday Gift against which the workman protested vide letter dated 4-8-1999.

6. It is further the case of the workman that he initiated necessary conciliation proceedings in this regard dated 30-8-1994 before the Asstt. Labour Commissioner on which no action was taken by the concerned authorities under the pressure of the management as a result of which the workman had to file civil writ petition no. 2713 of 2000 in the High Court of Delhi.

7. It is also the case of the workman that during the pendency of the civil suit and writ petition he was again served a charge-sheet dated 14-10-1999 and 1-12-1999 alleging willful insubordination, disobedience, habitual doing of acts prejudicial to the interest of the management bank prolonged absence without leave and without sanction as well as negligence of work against which the workman represented and gave explanation dated 21-10-1999 and 9-12-1999. That the management held an enquiry against the workman on those allegations. That the enquiry held was a partial enquiry with a biased and prejudicial mind. The enquiry officer was prejudiced who held the enquiry proceedings against the workman in a mechanical manner with a view to hold the workman guilty on the alleged charges which have not been proved as there is no reasonable, sufficient and consistent evidence. That in addition to the same the enquiry has been conducted ex parte in a hurried manner in violation of the principles of natural justice by not allowing the workman concerned to have defence assistant of his choice or counsel due to which necessary cross-examination of the witnesses could not be done. That during the enquiry the workman has not been paid either the suspension allowance or the salary though the workman had to attend the enquiry during the working hours and also had to carry out office work for which no salary has been paid to him since February, 1999.

8. The workman has further alleged that the management after holding the said enquiry in a mechanical manner has awarded the punishment of compulsory retirement from service vide its letter dated 15-11-2000 after a show cause notice dated 19-9-2000 and 25-9-2000 proposing the penalty of dismissal against which the workman had represented vide his letter dated 9-10-2000.

9. That the workman also appealed against the aforesaid punishment vide appeal dated 23-12-2000 which has been rejected by the management vide letter dated 12-01-2001, that the management protested against the said decision of the management vide his letter dated 12-02-2001. That the management vide its letter dated 8-06-2001 has given to the workman concerned his gratuity

and provident fund amounting to Rs. 3,05,591 and Rs. 5,34,027.94 respectively which the workman has received under protest and encashed the same after serving upon the management a letter dated 10-10-2001 reserving his right to challenge the same. That the workman concerned is only 58 years of age and still has few years of service left as the age of superannuation is 60 years. That the workman concerned is not gainfully employed anywhere and has to depend upon his day to day expenses from his relatives.

10. The workman, therefore, has prayed that the punishment of compulsory retirement given to him by the management may be set aside in the interest of justice and fair play and he may be re-instated in service with back wages and consequential benefits arising therefrom.

11. The management bank has contested the claim of the workman and has filed a written statement in which it is submitted that the workman has concealed the relevant material facts which dis-entitles him from any relief. It is submitted by the management that the workman was charge-sheeted vide charge-sheet dated 14-10-1999 and a supplementary charge-sheet dated 1-12-1999 for acts of misconduct. The charge-sheet dated 14-10-1999 was in accordance with Chapter XIX of First Bipartite Settlement dated 19-10-1966. The workman gave explanation to the aforesaid charge-sheets vide letters dated 21-10-1999 and 9-12-1999. However, the explanations were not satisfactory and therefore, an enquiry was constituted against the workman in accordance with the Bipartite Settlement. That the enquiry held was fair, proper and in complete conformity with the principles of natural justice. The same was also conducted in a free and fair manner by a competent and impartial enquiry officer. The workman has not been in any way victimized.

12. Giving para-wise reply to the statement of claim of the workman, it is denied that the management has harassed the workman, in any way due to any union activities or for any other reason. The management is not aware of any union activities of the workman nor it is in any way concerned with it. That the present reference is the result of termination of service of the workman and imposition of punishment of compulsory retirement dated 15-11-2000 which was done after the workman was charge-sheeted vide charge-sheet dated 14-10-1999 and supplementary charge-sheet dated 1-12-1999. It is submitted that the facts and events previous to this charge-sheet cannot be of any relevance nor the same is under the scope of consideration under the present terms of reference. Therefore, any relief claimed thereupon anterior to the date 14-10-1999 should neither be considered nor entertained. It is denied that the enquiry constituted was in violation of the principles of natural justice. It is asserted

that the detailed departmental enquiry was conducted in accordance with the provisions of the Bipartite Settlement dated 19-10-1966 which governs the service conditions of the workman. The earlier charge sheet dated 26-8-1993 was also in accordance with the Bipartite Settlement. It is asserted that the workman was given full opportunity to cross-examine the management witnesses. Copy of the enquiry report was also supplied to him before imposing the punishment of dismissal. Hearing was granted to him to show cause against the order of dismissal. That the representations made by the workman were duly considered by the disciplinary authority and thereafter only lesser punishment of discontinuance of special allowance was awarded. It is denied that there was any kind of victimization of the workman by the management. That the reduction of the punishment from dismissal to withdrawal of special allowance was purely on sympathetic grounds and the same was done to allow the workman another opportunity to improve himself. It is denied that the withdrawal of the special allowance was on permanent basis. In fact, the special allowance was restored with effect from 14-6-1996.

13. The management has denied that the workman has been reporting for duty continuously. According to them the correct factual position is that he had been unauthorisedly absenting himself from duty with effect from 11-01-1999 and therefore, he is not entitled to any salary on the basis of "No work no Pay" principle. Regarding the birthday gift voucher of Rs. 101 given to the workman, it is submitted that the same is a goodwill gesture which is shown by the management to all its employees. It is denied that the Assistant Labour Commissioner was under the pressure of the management. That the workman is making grave charges not only against the management but also against the government authority which itself speaks volumes about his misconceived and ill conceived intentions. Such kind of allegations also dis-entitles the workman from any relief. The management has also submitted that reasons for continued absence of the workman from 11-1-1999 remains un-answered. It is submitted that on very few days the workman attended the office but he refused to sign the attendance register and to resume his work despite being asked by his supervisor to sign the attendance register. In view of this, the workman was charge sheeted vide charge sheet dated 10-11-1999 and supplementary charge sheet dated 1-12-1999 in accordance with Chapter XIX of the First Bipartite Settlement dated 19-10-1966. The workman has been charged of misconduct as defined in clauses 5(e), 5(f), 5(j), 7(a), 7(c) and 7(d) of Chapter XIX of First Bipartite Settlement dated 19-10-1966. It is submitted that the enquiry officer reached the conclusion after appreciating the evidence and submissions made by both the parties. The findings of the enquiry officer are proper

and legal. It is denied that the enquiry was conducted ex-parte. It is submitted that there was full participation of the workman in the enquiry. He was given the opportunity to cross-examine the management representative but he choose not to do so. That the workman attended all the enquiry proceedings on each and every day and the presence of the workman has been duly recorded in the proceedings. The workman has been given the copy of the enquiry proceedings after each proceedings which has been signed as 'duly received'. The workman was provided with and was permitted to avail all the opportunities to defend himself as per the principles of natural justice. The management has pointed out that on one hand the workman is alleging ex-parte enquiry and on the other hand he is asking for salary as he had to attend the enquiry during the working hours. That the question of paying suspension allowance does not arise as he was never under suspension. That the disciplinary authority gave the workman three opportunities of personal hearing which the workman, however, failed to avail. That the disciplinary authority, however, taking a lenient view reduced the punishment of dismissal to compulsory retirement. Thereafter the workman submitted an appeal to the appellate authority who after due consideration rejected the appeal of the workman and agreed with the order of the disciplinary authority. That the two cheques in settlement of his gratuity and provident fund have been accepted and encashed by the workman. It is denied that there was any victimization of the workman. It is asserted that the workman is gainfully employed. It is also submitted that the management owes no further dues to the workman. It is also submitted by the management that if due to any reason this tribunal comes to the conclusion that the enquiry conducted was not fair and proper, then management may be allowed to adduce fresh evidence before this tribunal to substantiate the charges levelled against the workman. The management has ultimately prayed that this Tribunal may be please to dismiss and reject the statement of claim of the workman.

14. By filing a rejoinder, the workman has controverted the pleas and allegations made by the management against him and has re-asserted his own submissions made in the statement of claim.

15. In support of his case the workman has examined himself and has filed his affidavit. He was cross-examined by the AR for the management. In rebuttal to that, the management has examined MW1 S.A. Ali and he has filed his affidavit. He too has been subjected to Cross-examination by the AR of the workman.

16. I have heard the learned AR for the parties and have perused the entire record including the written submissions filed on record by both the parties.

17. The main grievance of the workman in this case is that the enquiry conducted on the charge sheet dated

14-10-1999 and supplementary charge sheet dated 01-12-1999 was a partial enquiry with biased and prejudicial mind and the said enquiry was conducted by the Enquiry Officer in a mechanical manner with a view to hold the workman guilty on the charges mentioned in the charge sheets. It may, however, be noted that the workman has not alleged in a clear manner as to how the enquiry held against him was partial or how the Enquiry Officer was biased or had conducted the enquiry proceedings in a mechanical manner with a prejudicial mind. The workman has further alleged that the charges were not proved by a reasonable and sufficient evidence. How the evidence was not reasonable or sufficient has also not been clearly alleged by the workman. The workman has further alleged that the enquiry conducted against him was ex parte and was held in a manner which was in violation of the principles of natural justice. These charges of his have also not been substantiated by him by way of cogent evidence.

18. The workman by filing his affidavit though has made similar allegations but the cat is out of the bag when he was subjected to cross-examination by the learned AR for the management. The workman J.V.Subramaniam WW1 in cross-examination has admitted that he had participated in the enquiry conducted by the management on the charge sheets. He has also admitted that he had participated in the day to day enquiry proceedings. He was also supplied with the copy of the proceedings conducted on each date of hearing and he had obtained the copy after signing the same. He has also admitted in cross-examination that he had received the copy of the enquiry report against which he had represented to the management. He further admitted that after considering his reply the punishment imposed in this case was awarded. The above answers given by the workman in cross-examination clearly show that the enquiry conducted in this case cannot be termed as ex-parte. There is also nothing to show that the enquiry was conducted in violation of the principles of natural justice. The other allegations levelled by the workman against the enquiry officer have also not been substantiated. There is no satisfactory evidence on record to hold that the workman was denied opportunity to cross-examine the management witness during the enquiry. The workman's plea that he was harassed by the management is also not supported by any reliable evidence on record. In fact the workman in cross-examination has admitted that he did not make any application or complaint to any authority about his being harassed by the management.

19. The witness of the management MW1 S.A.Ali by filing his affidavit has fully supported the case as has been set up by the management. In his cross-examination, he has asserted that the workman cross-examined every witness of the management and he also examined himself during the enquiry proceedings. He has further asserted that the workman was offered to be defended by the departmental representative or any person from the union

but he did not avail of the offer and rather he insisted to be defended by an Advocate which he was not permitted to do so. There is absolutely nothing to show that the workman could have the services of an Advocate in departmental enquiry. Mr.S.A.Ali MW1 in cross-examination has denied the suggestion that the workman wanted to be represented by Zaffar Abbas, Secretary of the union during the enquiry. The above evidence further demolishes the case set up by the workman in this case against the management.

20. Another grievance of the workman in this case is that during the enquiry he was not paid either the suspension allowance or the salary though he had to attend the enquiry during the working hours and he also had to carry out office work for which no salary was paid to him since February, 1999.

21. Refuting these allegations the management has denied that the workman had been reporting for duty continuously. According to them the correct factual position is that he had been unauthorized absenting himself from duty with effect from 11-01-1999 and, therefore, he is not entitled to any salary on the basis of 'No work no Pay' principle. There is no evidence brought on record from the side of the workman that the position adopted by the management in this case is factually incorrect. Mr.S.A.Ali MW1 by filing his affidavit has asserted the position as has been adopted by the management on this issue. The workman thus has not been able to show that he was entitled to any salary from the management which the management did not pay him.

22. As regards the plea of the workman for paying him the suspension allowance, the management has pleaded that the question of paying suspension allowance to the workman did not arise as he was never placed under suspension. According to them the disciplinary authority gave the workman three opportunities of personal hearing which the workman, however, failed to avail. According to them the disciplinary authority still took a lenient view and reduced the proposed punishment of dismissal to that of 'compulsory retirement' only. Thereafter the workman submitted an appeal to the Appellate Authority who after due consideration of the same rejected the appeal of the workman and agreed with the order of the disciplinary authority. Thereafter two cheques in settlement of his gratuity and PF were given to the workman who admittedly have encashed the same. The management has asserted that they owe no further dues to the workman.

23. In view of the above discussion it is abundantly clear that no fault can be found in the enquiry conducted in this case by the management against the workman. The action of the management in imposing the punishment of compulsory retirement on Shri J.V.Subramaniam cannot be termed as unjust, unfair or illegal. Rather the same is clearly just, fair and legal. The workman thus is not entitled

to any relief in this case. The award is passed and reference answered accordingly.

Dated: 25-03-2011

SATNAM SINGH, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 1411.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजगढ़ क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 100/97) को प्रकाशित करती है जो केन्द्रीय सरकार को 26-4-2011 को प्राप्त हुआ था।

[सं. एल-12012/285/95-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th April, 2011

S.O. 1411.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 100/97) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rajgarh Kshetriya Gramin Bank and their workman, received by the Central Government on 26-4-2011.

[No. L-12012/285/95-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR

NO. CGIT/LC/R/100/97

PRESIDING OFFICER: SHRI MOHD. SHAKIR  
HASAN

Shri Moolchand, S/O Shri Kishanlal,  
Kohli Mohalla, Ward No.3,  
Behind Post Office,  
Biaora,  
Distt. Rajgarh

... Workman

Versus

The Chairman,  
Rajgarh Kshetriya Gramin Bank,  
Head office Janpad,  
Panchayat Bhavan,  
Tehsil Parmgan, Biaora,  
Distt. Rajgarh (MP)

... Management

#### AWARD

Passed on this 13th day of April, 2011

1. The Government of India, Ministry of Labour vide its Notification No.L-12012/285/95-IR(B.I) dated 25-3-97 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Rajgarh Sehore Kshetriya Gramin Bank in terminating the services of Shri/Moolchand S/O Shri Kishanlal w.e.f. 30-5-90 is justified? If not, to what relief the workman is entitled?”

2. The case of the workman in short is that he was working as Permanent Clerk-cum-cashier in the Rajgarh Sehore Kshetriya Gramin Bank. He was charge sheeted on 5-10-1989 for committing misconduct. It is alleged that a loanee Shri Bhagirath Prasad gave Rs. 1400 to the workman in the month of November, 1988 for depositing in his loan account. But he temporarily misappropriated for about six months and deposited the amount on 25-5-1989. He submitted reply and denied the allegation. The management considering his reply not satisfactory and initiated a departmental proceeding. It is alleged that departmental enquiry was conducted arbitrarily and the findings of the Enquiry Officer is perverse. The delinquent workman preferred an appeal against the termination order dated 30-5-90 of the Disciplinary Authority but the Appellate Authority rejected the appeal without any assigning reason. On these ground it is submitted that the termination order dated 30-5-90 be set aside and the workman be reinstated with back wages.

3. The management appeared and filed Written Statement. The case of the management, interalia, is that the workman was admittedly a permanent clerk-cum-cashier of the branch of the Bank. He was charge sheeted on 5-10-89 for three charges instead of one charge. The reply of the workman was not satisfactory. The management initiated a department proceeding against him. The department enquiry was conducted in accordance with the Regulation applicable to the workman and the principle of natural justice was followed. The Enquiry Officer considering the materials on record found two charges as proved. The charge of misappropriation of Rs. 1000 of the loanee Shri Khusilal was found not proved. The Disciplinary Authority looking into the gravity of the charges imposed the punishment of termination by the order dated 30-5-90. It is stated that the workman had himself admitted the charge No.3. The Appellate Authority found no merit rejected the appeal. It is denied that the workman was made scape goat to save the Manager. On these grounds, it is submitted that the workman is not entitled to any relief.

4. On the pleadings of the parties, the following issues are for adjudication :—

I. Whether the departmental proceeding conducted against the workman is just and proper?

II. Whether the punishment awarded to the workman is just and proper?

III. To what relief the workman is entitled?

#### 5. Issue No. I

This issue is taken up as a preliminary issue. The then Tribunal after hearing the parties and after perusing the departmental enquiry papers held on 31-7-2001 that the departmental enquiry conducted against the workman was just and proper. Thus it is clear that this issue is already answered on 31-7-2001.

#### 6. Issue No. II

The parties have not adduced any fresh evidence either oral or documentary after answering issue No. 1. However the then Tribunal further held on 31-7-2001 that management is not required to adduce any more evidence to prove the misconduct of the workmen before this Tribunal. The learned counsel for the workman has raised the propriety of findings of the Enquiry Officer. It is alleged that the findings are perverse. Now let us examine the evidence adduced in the departmental proceeding. It appears that the management had examined six witnesses alongwith documentary evidence in the departmental proceeding. The loanee Khima, S/OP Bhagirath was examined in the departmental proceeding. He has tried to retract his Written complaint filed before the Bank. However he had stated that the delinquent workman had deposited Rs.1400 in his loan account. The other witnesses had corroborated the charges. I find that the findings of the Enquiry Officer was not perverse rather one of the charge was admitted by the workman.

7. The charges proved against the workman was related to his integrity which were of serious nature. I donot find any reason to interfere in the order of punishment passed by the management. This issue is answered in favour of the management.

#### 8. Issue No. III

Considering the discussion made above, I find that the workman is not entitled to any relief. Accordingly the reference is answered.

9. In the result, the award is passed without any costs.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 1412.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड महाराष्ट्र, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 5/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 28-4-2011 को प्राप्त हुआ था।

[सं. एल-30012/47/2003-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2011

S.O. 1412.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corporation Ltd (Belgaum), and their workman, which was received by the Central Government on 28-4-2011.

[No. L-30012/47/2003-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 07th April, 2011

Present

Shri S. N. Navalgund,  
Presiding Officer

C. R. No. 05/2004

#### I PARTY

Shri B. R. Devanal,  
C/o Shri M. Ramarao,  
Dharwad District Employees  
Association,  
Hubli  
Karnataka State

#### II PARTY

The Regional Manager,  
Hindustan Petroleum  
Corporation Ltd.,  
Sambaji Road,  
Ranichennammanagar,  
P.O. Box No. 529,  
Belgaum  
District-590 006

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section(1) and Sub- section 2A of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) has referred this dispute vide order

No. L-30012/47/2003-IR(M)) dated 19th January, 2004 for adjudication on the following Schedule :

### SCHEDULE

"Whether the action of the management of Hindustan Petroleum Corporation is justified in short fixation/payment of pension and purchasing of annuity for lesser amount to Shri B. R. Devanal ? If not, to what relief the workman concerned is entitled?"

2. After the reference by the Central Government the first party workman submitted his Claim Statement through post along with the authorization in favour of General Secretary, Shri M. Rama Rao, DDEA, Hubli (hereinafter referred to as AR of the first party) to represent him whereas the second party engaged the services Shri C.M. Desai, Advocate and inspite of providing number of opportunities since counter statement was not filed, my Learned Predecessor posting the case for evidence of first party on merit after he filed his affidavit in lieu of his evidence swearing to the facts narrated in the Claim Statement after affording several opportunities to cross-examine him, since the same was not availed by the second party when posted the matter for arguments on merits the learned counsel appearing for the management on 12-09-2005 filed a memo to the effect that —

"the second party management submits that the payment of pension to retired employees is being managed by a separate body called " Super Annuation Benefit Fund Scheme. This body will purchase annuity from LIC and in turn LIC will make pension payment to the retired employees. Once annuity is purchased from LIC it is LIC which will make pension payment directly to the retired employee with prospective effect i.e. from the annuity is purchased and that LIC will not make the pension payment retrospective effect. As per the demand of the first party based on the revised salary "Super Annuation Benefit Fund Scheme has purchased annuity from LIC and, in turn LIC is making pension difference amount of Rs.1966 per quarter with effective from October, 2004. It is to be noted that second party is not making any payment directly to the retired employees. Therefore, the second party prays that this tribunal may be pleased to close the above reference as settled, in the interest of justice and equity."

3. After hearing the arguments of the AR of first party and the learned counsel for the second party my learned predecessor, observing that second party having not filed counter to the claim statement and not cross-examined the first party, the memo filed by the second party counsel being silent as to why the management purchased annuity for lesser amount at the rate of

Rs. 1660 instead of Rs. 1819.40 and as to why it did not revise the pay and pension of the first party though it revised and paid enhanced gratuity amount to the first party as per the revision of the pay it is not justified in the fixation/payment of pension and purchasing of annuity for lesser amount, in the first instance passed award on 19-12-2005 directing the management to fix the pension of first party at Rs. 2740.44 purchasing the required annuity with retrospective effect along with the arrears w.e.f. the date of his Voluntary Retirement dated 30-11-2000 and pursuant to it notification was also issued on 3-01-2006.

4. When this award was challenged before the Hon'ble High Court in Writ Petition No. 8092/2006(I-Res) filed by the second party, by order dated 7-07-2006 the award passed by my Learned Predecessor dated 19-12-2005 came to be set aside saddling the second party/writ petitioner with cost of Rs. 3000 for its laches in not putting forward its defence by filing necessary counter statement and evidence to substantiate. When this order in the Writ Petition was challenged by the first party in Writ Appeal No. 1624/2006(L-RES) in the Hon'ble High Court of Karnataka, Circuit Bench at Dharwad by order dated 11-2-2010 confirmed the order passed by the Hon'ble Single Judge in W.P. No.8092/2006(L-Res) dated 7-7-2006. Thus after remand by the Hon'ble High Court setting aside the earlier award passed by my Learned Predecessor dated 19-12-2005 the second party filed its Counter Statement dated 10-10-2006 after paying the cost levied by the Hon'ble High Court to the first party. Thus the matter once again come up before this tribunal to consider the claim put forward by the first party with regard to his claim of fixation, payment of pension and purchasing annuity for lesser amount.

5. The first party in his claim statement filed on 20-03-2004 asserts that he served the second party from 18-11-1981 to 30-11-2000 till date of obtaining Early Retirement Scheme Benefits and that he is entitled for pension as per the scheme of the second party and that the second party fixed his monthly pension at Rs. 1819.94 by its letter dated 17-4-2001 taking his last drawn salary as Rs. 7870 and percentage of pension at Rs. 23.13. He further asserts as per the pension scheme of the second party it was required to purchase annuity for the payment of Pension at Rs. 1819.94 but it purchased for annuity for the payment of pension of Rs.1660 and did not consider his repeated requests to pay pension at the rate of Rs.1819.94. He has further asserted that after he obtaining voluntary retirement a Long Term Settlement (hereinafter referred as LTS for the sake of brevity) was took place between the second party and its union and as per the terms of that settlement he too is entitle for fitment benefits in respect of Basic Pay, DA, PPA and also the Pension benefits and the revised gratuity benefits but the same was not provided to him inspite of his repeated requests and only after he raising the dispute to the appropriate forum he

has been paid the revised gratuity through their revised HPCL Staff Gratuity Plan taking into account his Basic Salary at the rate of Rs. 10,035, Personal Pay Rs. 854.00, VDA Rs. 959.00 therefore, he is entitled for the pension on this pay of Rs. 11,848. He requested the second party to revise the pension as per this new revised pay which would work out by Rs. 2740.44 per month for which the second party required to purchase additional annuity but it did not take any action to purchase the additional annuity and to re-fix his pension in the revised pay scale. He raised this dispute and as it was not considered by the second party the conciliation failed and resulted in this reference. Thus he requested to pass award holding that the action of the management in not fixing the pension at Rs. 2740.44 and not purchasing the annuity for the said amount is illegal and to direct the second party management to purchase annuity for payment of pension at the rate of Rs. 2740.44 with retrospective effect along with arrears w.e.f. the date of his voluntary retirement.

6. The contention of the second party through its counter statement filed on 10-10-2006 to the claim statement filed by the first party in brief is : that it being a Government of India undertaking Company having its own recruitment rules and prescribed procedure framed in tune with the guidelines/instructions issued by the Govt. of India through the concerned ministry from time to time, it introduced earlier retirement scheme (hereinafter referred as ERS for sake of brevity) through circular HRDEMA C&B:00:04 dated 24-07-2000 and the first party who had attained the age of 50 years and was eligible to avail the benefit of that scheme applied for early retirement with a request to retire him from 30-11-2000, agreeing to all the terms and conditions of the scheme and accordingly he was allowed to retire from 30-11-2000 and settled all the benefits entitled by him at the time of superannuation. It is further contended that in May, 1988 its employees formed the HPCL Employees Superannuation Benefit Fund Scheme which is a Voluntary Self Contributory Scheme formulated by themselves under which each participating employee contributes his applicable share on monthly basis and a token contribution of Rs. 100 is to be made by the second party and that scheme is operated by Hindustan Petroleum Corporation Superannuation Benefit Fund Trust (hereinafter referred as SBF Trust for brevity) which is a private trust having its own rules and regulations through the Life Insurance Corporation of India Ltd., and that the first party being a member of the said Superannuation Benefit Fund Scheme at the time of his separation (probably the word separation has been used for voluntary retirement) opted for the 7th annuity available with LIC which is an annuity throughout life with death benefit equal to purchase price along with the group pension terminal bonus and that under this option the annuity is payable for the lifetime of the member and on his death the annuity stops and the entire capital is payable to his

nominee. It is further contended on the basis of number of years of service put in by the first party and his last drawn salary of Rs. 7870 he was entitled to the SBFS pension benefit of Rs. 1819.94 per month and accordingly the SBFS Trust purchased the annuity of Rs. 1,90,237 from LIC to provide monthly benefit of Rs. 1819.94 and as the first party has opted for an annuity throughout life with death benefit equal to purchase price along with the Group Pension Terminal Bonus, M/s. LIC has been paying, Rs. 1660 per month deducting Rs. 159.90 being the amount payable towards death benefit. It is further contended the LTS on the basis of which the first party claims revision of his salary and pension was being signed on 24-07-2001 for a period of 10 years w.e.f. 1-10-1998 and as per Clause-1 of the said settlement it was applicable to all the permanent workmen including probationers who were on the pay roll of the corporation as on date of signing of the settlement, the first party having opted for voluntary retirement w.e.f. 30-11-2000 was not eligible to receive the arrears of salary on the revised pay scales as per the LTS dated 24-07-2001 and as per clause 35 of the LTS dated 24-07-2001 the workman who have retired shall be paid as a one time prorated payment for fitment benefit, HRA and CA and consequential benefit except retirement benefit, the first party cannot claim the revision of pension as a matter of right and as per the terms of the LTS retired employees have been paid with lump sum amount for the period 1-1-1998 to the date of superannuation but as a special case and on humanitarian ground for all retired employees, resigned and death etc. as one time measure management has given benefit on its own by reworking on point to point basis which normally given to existing employees only and in case of the first party SBF Trust purchased additional annuity for an amount of Rs. 1,65,786 with Life Insurance Corporation of India during the month of September, 2004 for an additional benefit at the rate of Rs. 665 per month (Rs. 920-225 pension amount payable towards death benefit) on quarterly basis amounting Rs. 1996. Thus the first party has been drawing a total monthly SBFS pension benefit of Rs. 2740 i.e. Rs. 1819.94+Rs. 920 the grievance of the first party in not fixing the pension at Rs. 2740.44 and in not purchasing the annuity for the payment over the said amount being illegal was not considered as such his claim in this dispute seeking direction to purchase the annuity of pension payable at the rate of Rs. 2740.44 with retrospective effect along with arrears etc is not tenable. It is further contended that HPCL Superannuation Benefit Fund Scheme being managed through SBF Trust which is a different entity cannot purchase annuity on its own consequent to signing of LTS and only on its/second party forwarded the first party contribution on the revised salary to the SBF Trust for purchase of additional annuity for payment of pension benefit on revised salary it has purchased differential annuity for an amount of Rs. 1,65,786 during the month of September, 2004, as such as per the terms of settlement



dated 24-07-2001 the first party cannot claim the benefit retrospectively from the date of his retirement. It is further contended that the matter regarding benefit under Superannuation benefit fund Scheme of the second party corporation is governed by the terms and conditions of the Memorandum of Settlement signed under Section 18(1) & 2 (p) of the ID Act, 1947 on 11-1-1989 between the unions operating in HPCL and the management of the Corporation, the first party is not entitle for the relief claimed in the reference since the annuity was purchased as per his eligibility in terms of the said settlement dated 11-01-1989. It is also contended the first party being a retired employee this matter does not fall under Section 2-A of the Industrial Dispute Act, 1947 as such it is not fit for adjudication since the dispute is raised by the first party as an individual workman. Thus it is contended second party having rightly discharged its duties as per the rules and regulations and disbursed the benefits to the first party as per his entitlement his claim is illegal and baseless and is liable to be rejected.

7. The Second Party in order to substantiate its action and ineligibility of the first party's claim examined two witnesses as MW1 and 2 and got marked in the evidence of MW1 the letter of authorization in favour of MW1; copy of HPCL Employees Trust Deed; Rules of the SBF Trust Copy of the letter of Under Secretary to the Govt. of India, Ministry of Petroleum and Natural Gas dated 01-02-1989 addressed to the Director(P) Hindustan Petroleum Corporation Ltd. to the effect that ministry has no objection to the introduction of the superannuation benefit scheme as a welfare measure drawn up on the same lines as IOC's Superannuation Benefit Scheme bearing in mind that the contribution to the fund to be established from the employees of HPCL would be in cash, with a token contribution of Rs. 100 per annum by HPCL, the contribution by the employees will not be in the form of surrender of some existing benefit(s) thus the scheme would be based on voluntary contribution by the employees with no cost to HPCL except a token contribution of Rs.100 per year and the contribution by the employees in cash would be on a voluntary basis; copy of proposal by HPCL employees Superannuation Benefit Fund trust for purchase of annuity in respect of first party for Rs.1,90,237; Copy of the voucher for payment of Rs. 3281 to the first party workman by the SBF trust dated 03-09-2004; Copy of proposal for purchase of second annuity by the HPCL Employees Superannuation Fund Scheme in respect of first party for Rs.1,65,785 dated 09-09-2004; Copy of the minutes of the meeting of the trustees of HPCL Employees Superannuation Benefit Fund held on 07-01-1991; and copy of the minutes of the meeting of the board of trustees of HPCL held on 31-03-1992 as Ex.M1 to M9 respectively. Inter alia the first party while filing his affidavit examined him on oath as WW1 on 14-10-2010 and got marked copy of Memorandum of

Understanding between HPCL and its workmen represented by the union (marketing division) dated 27-06-2001; copy of letter given to him/first party by SR. Accounts Officer, HPCL Employees Superannuation Benefit Fund Scheme dated 17-04-2001 for purchase of the annuity of Rs. 1,90,237; copy of calculation sheet prepared by Manager(Finance) for HPC second party regarding fixation of gratuity dated 03-11-2003; letter addressed to him by Sr. Regional Manager, HPCL accompanying payment of gratuity arrears dated 9-05-2003; copy of letter addressed to chairman, HPCL by him dated 23-01-2004 for revising the pension on account of payment of LTS; copy of letter by him addressed to Dy General Manager, Public Information Officer, Human Resources(Administration) HPCL, Mumbai seeking certain information under RTI Act dated 05-04-2010; reply received by him from Chief Manager, Payroll & PF, HPCL dated 28-4-2010; copy of his letter seeking information under RTI Act dated 05-04-2010; reply received from Executive Director (New Projects VCPIO) Mumbai dated 17-04-2010; letter received from Sr. Accounts Officer, SBFS providing some details regarding early retirement dated 17-09-2001; letter addressed by Shri D. H. Mahatme, Depot Manager to the second party, Manager(HR)-IC, GMO, Chennai dated 27-09-2001 bringing to his notice pending issues of the first party for settlement; copy of his letter addressed to ALC(C), Hubli dated 21-02-2003 regarding his claim of short fixation of pension; copy of his letter to Assistant Labour Commissioner(C), Hubli dated 22-05-2003 requesting to persuade the employer to refix the pension; his letter addressed to ALC(C) Hubli dated 22-05-2003 requesting to make Dharwad District Employees Association as a party on his behalf; copy of his letter addressed to the Trustees, HPCL Employees Superannuation Benefit Fund Scheme and Dy. Manager (Finance) Mumbai dated 26-07-2003 regarding revision of Pension on LTS; copy of letter said to have been given by the second party to ALC(C) regarding calculation of annuity; copy of letter addressed to the Secretary, Govt. of India, Ministry of Labour, New Delhi by ALC(C) dated 15-09-2003 reporting failure of conciliation and letter addressed to him by the General Secretary, DDEA dated 20-3-2004 informing the dispute is raised by their association and the dispute being referred in his name he is authorized by association to file claim statement in the matter and to contest the case as Ex.W1 to W18 respectively.

8. With the above pleadings, oral and documentary evidence placed on record by the parties when their representatives were called upon to address arguments, the representative representing the first party submitted his written arguments through post on 03-03-11 whereas, the counsel appearing for second party addressed his arguments on the same date. Thus it has now come up for award for the second time.



9. On appreciation of the claim put forward by the first party, contention taken by the second party in its counter statement with the oral and documentary evidence brought on record by both the sides and the arguments submitted on behalf of both the parties. I arrived at the conclusion the reference being liable for rejection for the following reasons :

#### Reasons

The relevant material facts now not remained in dispute by virtue of either admission or the contents of the documentary evidence especially relied on by both the sides are: that the first party joined the services of the second party as General Assistant from 18-11-1981 and when the second party introduced ERS vide circular HRDEMA C&B: 00:04 dated 24-07-2000 the first party workman who had then attained the age of 50 years was eligible for opting for ERS he opted for the same and retired w.e.f. 30-11-2000 and that in May 1988 the employees of the second party evolved a Voluntary Self Contributory Pension Scheme to which the second party agreed to make a annual contribution of Rs. 100 per employee and for administration of the same HPCL Superannuation Benefit Fund Trust (SBF Trust) came to be formed with an arrangement for payment of pension through LIC effective from 30th May 1988 and in this regard the second party itself entered into a trust deed with four persons namely, S/Shri ND Nagrecha, S.T. Bambawale, P. Ramakrushnan and K. Ravichandra as its trustees, the copy of which has been produced by the second party itself at Ex.M2 and that the first party opted for this Voluntary Self Contributory Pension Scheme opting for Pension plan seven i.e. Special Life Annuity with death benefit equal to purchase price, copy of which has been produced at Ex. M5 and as per this option on his death the annuity ceases and the entire amount would be returned to his nominee. On the date of voluntary retirement by the first party i.e. 30-11-2000 his salary was Rs. 7870 and he was entitled for SBFS Pension benefit of 1819.94 per month. SBFS Trust purchased the annuity of Rs. 1,90,237 from the LIC to provide monthly benefit of Rs. 1819.94 and as he had exercised the option of pension plan 7 for annuity throughout life with death benefit equal to purchase price along with the Group Pension Terminal Bonus LIC has been started paying Rs. 1660 per month deducting Rs. 159.90 being amount payable towards Death Benefit. Subsequent to the first party taking voluntary retirement w.e.f. 30-11-2000 a long term settlement was entered into by the second party with its workmen represented by the union (marketing division) on 27-06-2001 the copy of which has been produced at Ex. W1, on the basis of which the first party claims that he was

entitled for revision of pay and accordingly his pay being revised and he is paid with gratuity and other benefits he is entitle for the difference of pension from the date of his retirement i.e. from 30-11-2000. As against this claim of the first party since it is the contention of the second party that as per Clause 1 of the LTS signed on 24-07-2001 only the employees who were on its payroll on the date of signing of LTS were entitle for revision of pay w.e.f. 1-10-1998 and as already the first party had opted for voluntary retirement w.e.f. 30-11-2000 was not legally entitle for revision of pay or any arrears of salary and as per clause 35 of the LTS the workmen who were retired were to be paid as one time prorated payment for the fitment benefit, HRA and CCA and consequential benefits except retirement benefit the same was paid to the first party but subsequently as a special case and on humanitarian ground for all retired employees, resigned, died etc as one time measure management has given benefit on its own by reworking on point to point basis which is normally given to the existing employees only in the year 2004 and on that basis the trust purchased the additional annuity of Rs. 1,65,786, in respect of first party with LIC of India during the month of September 2004 for an additional benefit of Rs. 665 per month (Rs. 920-225 being the amount payable towards Death Benefit) on quarterly basis pension totaling amounting to Rs. 1,996 as such there is no substance in the claim of the first party that he is entitle for additional benefit from the date of his retirement, it is to be considered whether pension revised in September 2004 is as a measure of humanitarian consideration as contended by the second party or first party was legally entitled to it.

10. Since the second party is a party to trust deed formed for the administration of the SBFS Trust as per Ex. M2 its contention that absolutely it has no part or liability in settling the pension of the retired employee being of no substance the only dispute that requires decision is "whether the first party is entitle for the pension at the rate of Rs. 1996 w.e.f. the date of his retirement and the pension now paid to him amounts to short fixation/ payment of fixation and purchasing of annuity for lesser amount" ? In this regard it is necessary to consider the LTS signed on 27-04-2001 on which both parties relied on. The Learned AR of the first party in his written arguments drawing my attention to Clause 2 of Ex. W1 urges that the settlement being made operative from 1-10-1998 for a period of 10 years i.e. till 30-09-2008 the benefit of this settlement is applicable to all the employees retired on or after 1-10-98 and as the first party opted for VRS w.e.f. 30-11-2000 he was entitled for pay revision legally and same being given to him it cannot be a one time benefit given by the second party on humanitarian ground as

such from the date of VRS he was entitled for arrears as well as the pension at the rate of Rs. 1996 . But with due respect to learned AR for the first party clause 2 which reads "the settlement will be valid for a period of 10 years commencing from 01-10-1998 to 30-09-2008 and shall continue to be operative until replaced by a fresh Settlement" is only a clause agreed for which period it is made applicable. This clause has to be necessarily read with Clause 1 which reads "this settlement will be applicable to all the permanent workmen including probationers who are on the payroll of the Corporation as on the date of signing of this Settlement and also to those who will come on the permanent payroll of the Corporation in the Marketing Division subsequent to the date of signing of the settlement". On reading of clause 1&2 together it would be very clear the terms of settlement being made applicable only to all the permanent workmen including probationers who were on the payroll of the second party as on the date of signing of this settlement and those who come on the permanent payroll of the corporation in the marketing division subsequent to the date of signing the settlement. Since undisputedly the first party opting VRS went on retirement w.e.f. 30-11-2000 he was not on the pay roll of the second party corporation as on the date of signing of the LTS. i.e. 27-04-2001, the terms of the settlement were not applicable to him as such the contention of the second party that though the employees retired earlier to the signing of the LTS were not entitle for the benefit of this settlement as one time measure management has given benefit on its own by reworking of point to point basis which is normally given to the existing employees only in the year 2004 is acceptable. Since it is indicated after such reworking of the salary of the first party it paid the arrears and then the trust purchased additional annuity of Rs. 1,65,786 to which an additional pension benefit of Rs. 665 (Rs. 920-Rs. 225 pension amount payable towards death benefit) started to be paid to the first party has to be accepted and the claim of the first party that this additional pension benefit ought to have been given to him w.e.f the date of his retirement is unworthy of acceptance. The first party and his representative throughout relying upon the letter of Shri D. H. Mahatme, Depot Manager, Navalur Depot of the Second party which is produced at Ex.W11 was urging that he had recommended to the management to pay him the retirement benefits as per LTS. But with due respect to him its plain reading do not amount to such recommendation but it is only a letter drawing the attention of the Manager(HR)/I/C, G.M.O(SZ), Chennai the issues that are not still settled pertaining to the first party. Therefore, looking from any angle the claim of the first party that there is a short fixation/payment of pension and purchasing of annuity for lesser amount is unacceptable and what he has been receiving is just and proper. In the result, I arrived at the conclusion that there is no short fixation or short payment of pension to the first party and that he is not entitle for the pension on the revised pay

w.e.f 30-11-2000 based on the LTS dated 24-07-2001 which has been accorded to retired employees like first party as one time measure by the management generously and on humanitarian ground. Hence the reference is liable to be rejected. Accordingly I pass the following Award :

#### AWARD

The reference is rejected. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 07-04-2011)

S.N. NAVALGUND, Presiding Officer

#### ANNEXURE

##### List of witnesses for Management/2nd party

1. MS. Yasmin F Gotala, Sr, Manager, HPCL as MW1
2. Shri Dayanand Kamalapur, Sr. Manager, HPCL as MW2

##### List of documents marked for the second party bank as Ext. M1 to M9

1. Letter of authorization in favour of MW1
2. Copy of HPCL Employees Trust Deed;
3. Rules of the SBF Trust;
4. Copy of the letter of Under Secretary to the Govt. of India, Ministry of Petroleum and Natural Gas dated 01-02-1989 addressed to the Director(P) Hindustan Petroleum Corporation Ltd.
5. Copy of proposal by HPCL employees Superannuation Benefit Fund trust for purchase of annuity in respect of first party for Rs. 1,90,237;
6. Copy of the voucher for payment of Rs.3281 to the first party workman by the SBF trust dated 3-9-2004;
7. Copy of proposal for purchase of second annuity by the HPCL employees Superannuation Fund Scheme in respect of first party for Rs. 1,65,785 dated 9-9-2004;
8. Copy of the minutes of the meeting of the trustees of HPCL Employees Superannuation Benefit Fund held on 7-1-1991;
9. Copy of the minutes of the meeting of the board of trustees of HPCL held on 31-3-1992.

##### List of witnesses for First party :

Shri Basappa Rudrappa Devanal, workman examined as WW1.

##### List of documents marked for the first party as Ex. W1 to W18.

1. Copy of Memorandum of Understanding between HPCL and its workmen represented by the union (marketing division) dated 27-06-2001;
2. Copy of letter given to him/first party by Sr. Accounts Officer, HPCL Employees Superannuation

Benefit Fund Scheme dated 17-04-2001 for purchase of the annuity of Rs.1,90,237;

3. Copy of calculation sheet prepared by Manager (Finance) for HPCL/second party regarding fixation of gratuity dated 3-11-2003;
4. Letter addressed to him by Sr. Regional Manager, HPCL accompanying payment of gratuity arrears dated 9-05-2003;
5. Copy of letter addressed to chairman, HPCL by him dated 23-01-2004 for revising the pension on account of payment of LTS;
6. Copy of letter by him addressed to Dy. General Manager, Public Information Officer, Human Resources(Administration) HPCL, Mumbai seeking certain information under RTI Act dated 05-04-2010;
7. Reply received by him from Chief Manager, Payroll & PF, HPCL dated 28-4-2010;
8. Letter seeking information under RTI Act dated 5-4-2010;
9. Reply received from Executive Director(New Projects.VCPIO) Mumbai dated 17-4-2010;
10. Letter received from Sr. Accounts Officer, SBFS providing some details regarding early retirement dated 17-9-2001;
11. Letter addressed by Shri D.H. Mahatme, Depot Manager to the second party, Manager(HR)-IC, GMO, Chennai dated 27-9-2001 bringing to his notice pending issues of the first party for settlement;
12. Copy of his letter addressed to ALC(C), Hubli dated 21-2-2003 regarding his claim of short fixation of pension;
13. Copy of his letter to Assistant Labour Commissioner(C), Hubli dated 22-5-2003 requesting to persuade the employer to refix the pension;
14. His letter addressed to ALC(C) Hubli dated 22-5-2003 requesting to make Dharwad District Employees Association as a party on his behalf;
15. Copy of his letter addressed to the Trustees, HPCL Employees Superannuation Benefit Fund Scheme and Dy. Manager(Finance) Mumbai dated 26-7-2003 regarding revision of Pension on LTS;
16. Copy of letter said to have been given the second party to ALC(C) regarding calculation of annuity;
17. Copy of letter addressed to the Secretary, Govt. of India, Ministry of Labour, New Delhi by ALC(C) dated 15-9-2003 reporting failure of conciliation, and
18. Letter addressed to him by the General Secretary, DDEA dated 20-3-2004 informing the dispute is

raised by their association and the dispute being referred in his name he is authorized by association to file claim statement in the matter and to contest the case.

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 1413.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट, भिलाई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 214/89) को प्रकाशित करती है जो केन्द्रीय सरकार को 28-4-2011 को प्राप्त हुआ था।

[सं. एल-26012/9/89-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2011

S.O. 1413.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 214/89) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhilai Steel Plant Bhilai (Drug) and their workman which was received by the Central Government on 28-4-2011.

[No. L-26012/9/89-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/214/89

Presiding Officer : Shri Mohd. Shakir Hasan

Joint Secretary,  
Steel Employees Union (CITU),  
PO Dallirajhara,  
Distt. Durg (MP)

... Workman/Union

*Versus*

The Managing Director,  
Bhilai Steel Plant,  
Bhilai, Distt. Durg (MP)

.... Management

#### AWARD

Passed on this 1st day of April 2011

1. The Government of India, Ministry of Labour vide its Notification No.L-26012/9/89-IR(Vividh) dated nil has

referred the following dispute for adjudication by this tribunal:—

“ Whether the action of the management of Bhilai Steel Plant in imposing a penalty of stoppage of 2 annual increments due on 1-1-89 and 1-1-90 and recovery of cost of G.I. Pipe from the wages of Shri Vinod Kumar Mishra (P.No. 211861), Store clerk, Rajhara Mines as per the letter of punishment No. OMQ/DLM/East/Disc/88/834 dated 26-7-88 of the Supdt.(Maint.) Rajhara Mine is legal and justified. If not, to what relief the concerned workman is entitled?”

2. The case of the Union/workman in short is that Shri Vinod Kumar Mishra was working as Store clerk in Heavy Earth Moving Equipment garage in Dalli Mines since 18-4-1985. He was charge sheeted on 23-6-87 for committing fraud and dishonesty in connection with company's business by corrupt practices causing loss to the company. His reply was found unsatisfactory and a departmental proceeding was initiated. After enquiry he was held guilty of the charges. The disciplinary Authority after going through the records of the enquiry proceeding and the findings of the Enquiry Officer passed the order of stoppage of two increments with cumulative effect. In addition an amount of Rs. 656.25 was ordered to be deducted from his salary as the cost of the lost of the property. It is alleged that double punishment was awarded. On these grounds, it is submitted that the reference be answered in favour of the workman with costs.

3. The management appeared and contested the reference by filing reply in way of Written Statement. The case of the management, inter alia, is that admittedly the workman was store clerk and he committed misconduct. He was charge sheeted on 23-6-87. His explanation was not satisfactory and therefore departmental proceeding was initiated. He participated in the proceeding and was assisted with co-worker. The principles of natural justice was followed and reasonable opportunity was accorded to him. After enquiry, he was found guilty of the charges by the enquiry Officer who submitted enquiry report. The Competent Authority considering the records of the enquiry, the connected papers, documents and findings of the Enquiry Officer agreed with the findings and passed the order of punishment of stoppage of two stages in the present time scale with cumulative effect and the cost of G.I Pipe was also ordered to be realized from his salary in five equal instalments under Section 10(2) of Payment of Wages Act, 1936. It is stated that the Competent Authority had taken lenient view in awarding punishment. It is submitted that the action of the management be held legal and justified.

4. On the basis of the pleadings of both the parties, the following issues are for adjudication—

- I. Whether the departmental enquiry conducted against the workman by the management is just and proper?
- II. Whether the management is entitled to lead any evidence to prove misconduct against the workman?
- III. Whether the punishment awarded against the workman is legal and justified?
- IV. To what relief, if any, the workman is entitled?

#### 5. Issue No. I & II

These issues are taken up as preliminary issues. The then Tribunal after hearing the parties and after going through the enquiry papers, held on 24-9-2001 that the departmental enquiry conducted against the workman by the management is just and proper. It is further held that the management is not required to lead any more evidence to prove alleged misconduct of the workman. It appears that thereafter the Union/workman has not challenged the said order of preliminary issues in any court of law and the findings of these issues became final and absolute. Thus these issues are already accordingly decided as preliminary issues.

#### 6. Issue No. III

No fresh evidence is adduced by any of the parties. The enquiry papers clearly show that the workman had misappropriated three pieces of G.I Pipes causing loss of the property of the management. This also shows that it was a grave misconduct. Since there is no fresh evidence and the misconduct relates to integrity of the workman with loss of the property of the company, I find that there is no need and any justification to interfere in the order of punishment awarded by the Disciplinary Authority. Accordingly this issue is decided against the Union/workman and in favour of the management.

#### 7. Issue No. IV

On the basis of the discussion made above, I find that the workman is not entitled to any relief. Accordingly the reference is answered.

8. In the result, the award is passed without any order to costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 1414.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल एण्ड नेचुरल गैस कारपोरेशन लिमिटेड, महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-1 के पंचाट (संदर्भ संख्या 32/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 28-4-2011 को प्राप्त हुआ था।

[सं. एल-31012/3/2000-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2011

S.O. 1414.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2000) of the Central Government Industrial Tribunal/Labour Court, Mumbai-1 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC Ltd., Maharashtra and their workman, which was received by the Central Government on 28-4-2011.

[No. L-31012/3/2000-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Justice G.S. SARRAF : Presiding Officer

Reference No. CGIT-1/32 of 2000

PARTIES : Employers in relation to the management of  
O.N.G.C. Ltd.

And

Their Workmen

#### APPEARANCES :

For the Management : Shri G.D. Talreja, Adv.  
For the Workman : Shri A.M. Koyande, Adv.  
For Blue Star Ltd. : Shri Alva, Adv.  
State : Maharashtra

Mumbai, dated the 24th day of February, 2011

#### AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour, New Delhi Order No. L-31012/3/2000-IR(M) dt. 31-5-2000. The terms of reference given in the schedule are as follows :

"Whether the action of the management of ONGC Ltd. in not extending the benefits of Memorandum of Understanding dated 12-7-1995 to Mr. Abdul Kayum, A/C Operator and six others employed at ONGC, Vasundhara, MRBC, w.e.f. 1-4-1994 till 31-5-1996, is legal and justified? If not, to what relief the workmen are entitled?"

2. By Award dated 6-12-2005 this Tribunal answered the reference as under :

"In view of what has been discussed above, I conclude that the workmen are entitled to claim the difference in wages for the period in question from M/s. Blue Star Ltd., and it is the responsibility of the O.N.G.C. to ensure the payment from M/s. Blue Star Ltd., as per MOU in question".

3. Aggrieved Transport and Dock Workers' Union filed writ petition No. 2578 of 2006 in the Bombay High Court. Honourable High Court passed following order on 12-10-2010.

"This writ petition is for hearing and final disposal.

2. After hearing the Learned Advocates for the parties at some length, the following order is passed by consent of the parties.

(i) The Central Government Industrial Tribunal (C.G.I.T.) No. 1, Mumbai whilst passing its Award dated 6th December 2005 has not decided whether the employees represented by the Petitioner-Union are entitled to receive any interest on the difference in the wages for the period from 1st April 1994 to 31st May 1996 or any part thereof (the said issue), though a specific prayer as regards payment of interest is found in the statement of claim filed by the Petitioner.

(ii) The C.G.I.T. No. 1 shall after hearing the Learned Advocates for the parties decide the said issue within eight weeks from today.

(iii) The parties and/or their Advocates shall appear before C.G.I.T. No. 1 on 18th October 2010 at 11.00 a.m. and obtain necessary directions.

(iv) All contentions of the parties are kept open.

3. The Writ Petition is accordingly, disposed of with no order as to costs.

4. In compliance of the above order, I have heard Shri Koyande, learned advocate for the Transport and Dock Workers' Union, Shri Talreja, on behalf of the Management of the O.N.G.C and Shri, Alva, on behalf of Blue Star Ltd.

5. Shri Koyande has prayed that the interest be paid on the difference in the wage whereas Shri Talreja and Shri Alva have vehemently opposed the prayer.

6. Considering the rival submissions and after taking into consideration all the facts and circumstances of the case, I find it just and proper to award interest @6 per cent per annum on the difference in the wages for the period in question from the date on which the amount becomes due.

7. Award passed accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 1415.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल एण्ड नेचुरल गैस कारपोरेशन लिमिटेड ईबीजी कोलकाता के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 43/1994) को प्रकाशित करती है जो केन्द्रीय सरकार को 28-4-2011 को प्राप्त हुआ था।

[सं. एल-30012/2/94-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2011

S.O. 1415.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/1994) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC Ltd. EBG Kolkata and their workmen, which was received by the Central Government on 28-4-2011.

[No. L-30012/2/94-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 43 of 1994

Parties : Employers in relation to the management of  
O.N.G.C., EBG, Kolkata

And

Their Workmen

PRESENT : MR. JUSTICE MANIK MOHAN SARKAR,  
Presiding Officer

#### APPEARANCES:

On behalf of the : Mr. D. K. Ghosh, Advocate  
Management with Mr. R. De, Advocate.

On behalf of the : Mr. G.C. Chakraborty,  
Workmen Advocate.

State: West Bengal. : Industry: ONGC.

Dated : 1st April, 2011

#### AWARD

By Order No. L-30012/2/94-IR (Misc.)/(Coal-I) dated 05-12-1994 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of General Manager (Exploration), O.N.G.C. (Exploration Business Group), 50-Chowringhee Road, Calcutta-71, to impose penalty of termination from service on S/Shri Pabitra Ranjan Koley, Dinabondhu Sarkar and Madan Chandra Bag and of deduction of one month wages from S/Shri Sunil Chandra Das, Arbinda Khamaru and Shambhunath Roy is justified ? If not, to what relief the concerned workmen are entitled ?”

2. As per its statement of claim, the case of the workmen is that the workmen concerned, namely, Arabinda Khamaru, Dinobandhu Sardar, Pabitra Ranjan Koley, Madan Chandra Bag, Shambhunath Roy and Sunil Chandra Das were employed as casual/contingent workers under the management O.N.G.C. at the field at Kalyani and they were served with copies of charge-sheet under memorandum No. GP-30/SO/MS/Conf./93 dated 6-05-1993 annexed with article of charges and imputation of charges and the workmen alleged that those were based on unfounded and careless allegations alleged to have taken place at Kalyani site. The workmen replied to the charge-sheet and being not satisfied, the management initiated domestic enquiry arbitrarily against the workmen concerned. During the alleged incident on 28th April, 1993, as per management's story, these workmen did not participate and were not involved in any way and the whole affairs were dealt with in a distorted manner and alleged that, in fact, the incident was in between one Ramesh Bhadra a Press Photographer of Overland Newspaper and Mr. A.K. Goel of GP-30 in respect of taking some photograph and an F.I.R. to that effect was lodged at Kalyani P.S. on 28-04-1993. The management being dissatisfied with the written representations, initiated domestic enquiry by appointing Mr. D. Dutta, CG(S) RCC, Kolkata as Enquiry Officer and Mr. G. Debnath, Dy. SG(S) as the Presenting Officer. Workmen, S/Shri Sunil Chandra Das and Shambhunath Roy engaged Shri Mrityunjay Deb Barman, another Casual/contingent worker to represent as their defence counsel and Shri Pabitra Ranjan Koley, Arabinda Khamaru, Dinobandhu Sardar and Madan Chandra Bag also expressed their request for such defence counsel in Shri Deb Barman. The enquiry started without giving proper opportunity to the concerned workmen to defend as their defence counsel Shri Deb Barman was on official tour to New Delhi for an urgent meeting with the Chairman of O.N.G.C. and Member (Expl.) of O.N.G.C. by giving proper intimation to the management and the enquiry

was done in and unusual hasty and hurry manner and it was completed within 8 days in three sittings without giving proper opportunities to the workers. No specific evidence to the allegation of assault against Mr. A.K. Goel nor any evidence on the allegation of obstruction to Mr. Goel's vehicle for shifting him to hospital was there and it was all fabricated story. The workmen alleged that the enquiry was a bundle of misconception of facts and distortion of truth only to serve the purpose of the management to victimize the concerned workmen who were not only union officials but were also involved in so many trade union activities which antagonized the management. The workmen alleged that on the basis of the enquiry report done in exparte proceeding the order of dismissal of Pabitra Ranjan Koley, Dinobandhu Sardar and Arabinda Khamaru and the punishment imposed upon the rest three workers, namely, Sunil Chandra Das, Shambhunath Roy and Madan Chandra Bag by deducting one month's wages are illegal and invalid in the eye of law. Thereafter the workmen made application before the conciliation officer and on failure of the conciliation proceeding, the present reference came through the Ministry of Labour, Government of India.

3. The management Corporation in its written statement initially alleged non-maintainability of the reference since it had no material for reference before the appropriate government, nor it can be maintained in respect of 'term appointment' in respect of the workmen concerned which was to expire after 30th June, 1993, nor any dispute proper has been raised. It has further been stated that on 28-04-1993 Shri A. K. Goel, Party Coordinator, GP 30 and GP 17 Camp Kalyani had a programme to visit Kolkata to arrange for salary of contingent workers in Car No. WME 5302 and the said car was stopped at GP 17 Camp by a group of ex-casual workmen demanding engagement. Shri Goel tried to persuade them but of no avail and subsequently he called Shri Mrityunjay Deb Barman, Secretary of the association for a discussion on completion of which the vehicle was allowed to move at 9.15 hours. While Shri Goel was preparing to leave, found an unidentified person taking photograph of Explosive Magazine and being suspicious Shri Goel asked about his identity as the area was in prohibited zone and it was revealed that he had no such permission before entering the premises. In the midst of conversation with the photographer, Workmen Dinobandhu Sarkar, Aurobinda Khamaru and Pabitra Ranjan Koley surrounded him and manhandled him by pushing and pulling and forcing him to face camera and was rescued by Shri H.V. Prasad and Shri A. K. Bhakta of Party Chief's Office. For such incident Shri Goel decided of no field movement for 28th April, 1993. Shri Goel along with his colleagues S/Shri D. Jain, M. P. Gupta, A. K. Bhakta, H. V. Prasad, U. Bhattacharjee and Others were wrongfully confined by the casual/contingent workmen who shouted

slogans and the atmosphere became stuffy and due to mental physical agony Shri Goel became to sweating profusely and was trembling and sensed giddiness and was on the verge of collapsing and since his condition became precarious, he needed immediate medical attention and for that reason he was lifted to Car No. WME 5302. Even in this critical stage of Shri Goel, Shri Sunil Chandra Das, Casual Driver, Madan Chandra Bag, casual workman of GP 30 and Shri Shambhunath Roy, Casual workman of GP 17 and others kept the car encircled and obstructed its movement and they also tried to assault S/Shri M. P. Gupta, P. K. Srivastava, D. Jain and U. Bhattacharjee. Subsequently, by the intervention of Shri P. B. Das, Shri H. L. Chakraborty and Shri S. L. Ghosh, Shri Goel could taken to a nearby Nursing Home for medical treatment. Subsequently, on the said fact, a disciplinary proceeding was resorted to and the proceedings were held on 15-06-1993, 21-06-1993 and 23-06-1993 though the workmen concerned did not participate and ultimately the enquiry was held in exparte. On or about 24-06-1993 the Enquiry Officer submitted his report and the charges levelled against S/Shri Aurobindo Khamaru, Dinabandhu Sardar and Pabitra Ranjan Koley all stood proved, but in respect of Madan Chandra Bag, Shambhunath Roy and Sunil Chandra Das the charges levelled against them save and except the charge of crime for assault of senior officers stood proved and they were accordingly punished. It is claimed that the workmen were engaged on term appointment on daily wage basis and they were associated with and involved in the act of gross indiscipline in the Camp resulting manhandling of Shri A. K. Goel.

4. The rejoinder filed on behalf of the workmen is almost the repetition of the story made in the statement of claim and also by way of denial of the store of the management Corporation in its written statement and so no further repetition is needed here by discussing the contents of the rejoinder.

5. As per reference, it is found that there are two types of penalty have been imposed upon two groups of workers. Among them the penalty of termination from service was imposed upon S/Shri Pabitra Ranjan Koley, Dinabondhu Sarkar and Madan Chandra Bag as major penalty, whereas punishment by way of deduction of one month's wages was imposed upon S/Shri Sunil Chandra Das, Arabinda Khamaru and Shambhunath Roy. In the present reference the punishment of termination from service in respect of S/Shri Pabitra Ranjan Koley Dinabondhu Sarkar and Madan Chandra Bag has been challenged as per provision of Section 11-A of the Industrial Disputes Act, 1947 and the minor punishment imposed upon S/Shri Sunil Chandra Das, Arabinda Khamaru and Shambhunath Roy was not strongly challenged since the said penalty has no remedy under Section 11-A as not being dismissal or discharge.

6. Though in the process of punishment two groups of workers were separated from each other in the manner of punishment, it is found from the chargesheets to the said workers as well as the recorded oral statement before the domestic Enquiry Officer and findings of the Enquiry Officer, all the workers irrespective of any group had a common charge of making obstruction to Mr. Goel either by way of encircling him or not allowing the vehicle carrying him to medical center for medical treatment. Workers, namely, Pabitra Ranjan Koley Dinabondhu Sarkar and Madan Chandra Bag had extra charge of manhandling Mr. Goel by way of pulling and pushing him to force him to stand before the camera of a trace-passer photographer for a photograph. The witnesses who were examined by the management before the Enquiry Officer included some officials of the camp site of the management ONGC and no other witness was examined and all of them have stated the same thing that Pabitra Ranjan Koley, Dinabondhu Sarkar and Madan Chandra Bag pulled and pushed Mr. Goel for photograph. That act of manhandling of Mr. Goel by way of pulling and pushing him caused the dismissal or removal of these three workers from the service under the management and the rest three others were left with some lighter punishment of stoppage of pay. Apparently the manner of punishment of these two groups of workers which are found to be disproportionate. However, it is to be further scanned whether the punishment of Pabitra Ranjan Koley, Dinabondhu Sarkar and Madan Chandra Bag is disproportionate even though three other workers from the group of agitated workers were separated in the manner of punishment with very lighter punishment though all these workers almost had the same role in the whole incident, excepting some added acts of manhandling of Mr. Goel by the workers facing the order of dismissal.

7. From the evidence adduced by the management before the Enquiry Officer it is found that the workers are stated to be in indecent dress which some of them described being in under-wear and when the witnesses were asked as to whether the said disturbance could have been avoided, almost all the witness answered that it could have been avoided if the workers were supplied with dungry cloth and safety devices within proper time. It is found from the evidence of the witnesses concerned that the work of ONGC in those camps were actually needed safety devices and the workers were needed to have some prescribed cloth from the ONGC which they were not supplied. Even the victim Mr. Goel stated about the shortcomings from the side of the ONGC and it was stated to be due to shortage of staff in all respect. The workers were claiming dungry cloth as well as safety devices in the field work and for non-supply of the same, they became agitated. It is also found that agitation was fueled further as Mr. Goel called for the day's work as cancelled and naturally the workers were agitated about the work for the day. Whatever may be the evidence for the purpose of proof of the charge against the

workers, this Tribunal will not interfere with such finding and report of the Enquiry Officer. However, this Tribunal will only sit for consideration whether the punishment of Pabitra Ranjan Koley, Dinabondhu Sarkar and Madan Chandra Bag was in proportionate with the charges made against them and duly proved in course of enquiry proceeding.

8. The management has produced a book in the style of "Circulars/Office Orders etc. regarding Engagement of Contingent/Casual/Work-charged hands and Award of Job Contract in ONGC (updated upto July-August, 1991)" which is marked Ext. M-5 in the present reference. In the said book at Item No. 15 acts and omissions constituting misconduct has been provided. The workers were charged with sub-clause (k) of Clause 15 which provides "Riotous or disorderly behavior during working hours at the establishment, or any act subversive of discipline". They were also charged with the misconduct stated in sub-clause (a) as "Willful or rash act which is likely to involve life or property".

9. As already discussed two sets of workmen were inflicted with two separate types of punishment. One consisting of three workmen namely, Dinabandhu Sarkar, Madan Chandra Bag and Pabitra Ranjan Koley had to face removal from service by way of punishment for their alleged misconduct, the other three workmen, namely, Arabinda Khamaru, Shambhunath Roy and Sunil Chandra Das were punished with deduction of one month's wages. The involvement of all the six such punished workmen was in the same occasion and in the same place being a part of a mob of workers. Then, how the management picked up the earlier stated three workmen for a severe punishment while the rest three workers were placed with lighter punishment?

10. In this respect the respective charges of the above named workers are to be scrutinized first. In respect of Dinabandhu Sarkar, allegation was made in his article of charge of attending duty dressed in an indecent manner and also involvement with obstruction of the movement of Shri A. K. Goel along with other casual workers and thereby violating provision of Clause 15(k) of the Certified Standing Order for the contingent employees of ONGC. He was also charged with the allegation of assaulting, Shri A. K. Goel with intention of causing injury to him, violating clause 15(a) and 15(k) of the said Standing Order. In respect of Madan Chandra Bag he was similarly, charged with offence of attending duty dressed in indecent manner and obstructing the movement of vehicle No. WME 5302, not allowing to move it to take Shri A. K. Goel to the hospital violating clause 15(k) and also he was charged with using abusive language against senior officer violating clause 15(c) and lastly he was charged with assault of senior officers in the camp violating both clauses 15(a) and 15(k). Workman Pabitra Ranjan Koley was charged with the same charge as made against the other two preceding workmen



of attending duty with a dress of indecent manner and obstructing the movement of Shri A. K. Goel and also assaulting by pushing and pulling Shri A. K. Goel, violating clauses 15(a) and 15(k) of the Standing Order. In respect of Arabinda Khamaru similar charges of dressing in indecent manner and obstructing movement of Shri A. K. Goel and assaulting him has been made violating clauses 15(a) and 15(k) of the Standing Order. In respect of Shambhunath Roy, he was charged with misconduct of attending duty dressed in indecent manner, obstructing the movement of vehicle No. WME 5302 carrying Shri Goel to hospital and also using abusive language to senior officers and assaulting them and thereby violating clauses 15(a), 15(c) and 15(k) of the Standing Order. Lastly, workman Sunil Chandra Das was charged similarly as Shambhunath Roy and subsequently a domestic enquiry was done though in ex-parte as according to the Enquiry Officer he charge-sheeted employees did not report even after service of notice and thereafter enquiry report was submitted by the Enquiry Officer with the finding of proving of charges against each of the six charge-sheeted employee/workman. On the basis of the enquiry report the disciplinary authority, the General Manager (Exploration), issued separate office orders all on 26-08-1993 against each of the six charge-sheeted employees and on acceptance of the enquiry report of the Enquiry Officer, issued order of punishment of removal from service of Dinabandhu Sarkar, Arabinda Khamaru and Pabitra Ranjan Koley while lighter punishment was imposed upon Sunil Chandra Das, Shambhunath Roy and Madan Chandra Bag of 30 days' wage cut.

11. Though in the schedule of the reference there is some anomaly in respect of naming the workmen for two separate types of punishment as it is stated that removal from service was done in respect of Madan Chandra Bag and 30 days' wage cut was done in respect of Arabinda Khamaru, but it should be in reverse by way of referring charge-sheet of each of the six workmen, enquiry report of the Enquiry Officer and separate order of punishment of the six workmen by the disciplinary authority. In place of Madan Chandra Bag the name of Arabinda Khamaru should appear in respect of punishment of removal from service, while in the lighter punishment in place of Arabinda Khamaru, the name of Madan Chandra Bag should appear.

12. By assuming the said revised issue of reference, this Tribunal can proceed as such minor correction in respect of going through the disposal of the present reference will not create any act beyond jurisdiction of the referred issue since it might have been a typographical mistake in the schedule of order of reference and this Tribunal should proceed in that corrected form of issue for better administration of justice.

13. It is fact that in the Standing Order or "Circulars/ Office Orders etc. regarding Engagement of Contingent/ Casual/Work-charged hands and Award of Job Contract in

ONGC", does not contain the punishment provision specifically except different acts of misconducts, major and minor, clause 16 in the said book has given provision for disciplinary action for misconduct. Clause 15 also does not contain different heading of misconduct, major or minor though different acts item-wise has been stated to constitute misconduct by a workman.

14. In the present reference, Ld. Advocate for the workmen submitted that the punishment of termination of the three workers is disproportionate in comparison to the punishment given to the rest three workers of lighter punishment of stoppage of 30 days' pay though they were the members of the same agitating mob of workers. But, the story as stated in the present reference shows that there had been a mob of workers and the active role was taken by these workers leading the mob. Dinabandhu Sarkar, Pabitra Ranjan Koley and Arabinda Khamaru were subjected with the charges of obstruction of the movement of Shri A. K. Goel, assaulting him with the intention to cause injury to him. Shri A. K. Goel is stated to be the Party Chief in the field work and thereby he was superior officer of the workers concerned. The provision of the clause under which these three workers were charged :

- (a) Willful or rash act which is likely to involve risk to life and property ;
- (c) Willful insubordination or using abusive language against the superior or disobedience; and
- (k) Riotous or disorderly behaviour during working hours at the establishment, or any act subversive of discipline.

15. None of these three charged misconduct includes any act of assault which has been alleged against the workmen concerned. Further, the order of punishment of the disciplinary authority in respect of the charge-sheeted employees or the workmen in the present reference does not show the reason behind imposing the punishment to the workmen, specially to the three workmen, Dinabandhu Sarkar, Pabitra Ranjan Koley and Arabinda Khamaru by way of removal from service with the disqualification provision against them for future engagement under the ONGC. The said office order dated 28-06-1993 issued to the each of the workmen shows that it has mention of submission of explanation by each of the workers which was not found satisfactory to the disciplinary authority but the order does not mention that any of the workmen was called personally before the disciplinary authority for a hearing before ordering punishment. The office order appears to be in printed form already prepared format and the name of the worker and corresponding number has been hand written and it is like a stereo-type order which shows that the disciplinary authority already had in its mind to either remove the workmen concerned as major

punishment or to deduct wages for certain days in respect of lighter punishment.

16. Though separate charge-sheet was prepared and served upon each of the workmen and also separate office order of punishment was prepared and served upon each of the punished workmen, it is found that the domestic enquiry for these workers was done in the same sitting and the Enquiry Officer's report constituted in the same letter No. SG(WB&B)/CIT/IR/3D/01/93 dated 24-06-1993 which has been referred in each of the office order of punishment for each of the workers by the disciplinary authority. So, the disciplinary authority in course of his decision making for punishment, applied discretion by way of selecting some workers for the order of removal and some of those with the order of punishment by way of deducting 30 days' wages. The disciplinary authority before issuing office order dated 28-06-1993 ordering punishment upon each of the workers should have recorded his views showing reason which is not appearing in the list of documents filed on behalf of the management. That view of expressing discretion in respect of selecting three workers for major punishment by removal from service and three others for lighter punishment of deduction of 30 days' wages, needed to have been displayed by the disciplinary authority by showing reason as to why such discrimination was done when all the workers were picked up from the same field of action of misconduct being members of an alleged rioting mob of workers. This shows that the disciplinary authority displays his discretion of pick and choose policy for the purpose of punishment though almost all the workers were levelled with the similar type of charges as described in Sub-clauses (a), (c) and (k) of clause 15 of the Standing Order.

17. Mr. D.K. Ghosh, Ld. Advocate for the management cited a volume of decisions, specially on the scope and power of interference by the Tribunal while considering propriety of punishment under the provision of Section 11A of the Industrial Disputes Act, 1947. In this context, Mr. Ghosh relied upon decisions reported in 1988 (1) LLN 9, 1998 (1) LLN 178, 1990-II-LLJ 72 and relying upon those decisions he submitted that the Tribunal would not interfere in the punishment of removal unless the punishment is found to be highly disproportionate and it is harsh and to suggest victimization since the power to interfere is not an unruly horse and the Tribunal is not to act as an appellate forum. Mr. Ghosh further relied upon some other decisions reported in Judgment Today's JT 2000 (3) SC 184, JT 2001 (10) SC 433, AIR 2002 SC 3037, JT 2006 (7) SC 509 and (2007) 2 S.C.C. 433 and submitted that Tribunal will interfere only when the punishment is found to be shockingly disproportionate. Mr. Ghosh also relied upon several other decisions from the volume to argue that power of the Industrial Tribunal under Section 11-A is discretionary one and has to be exercised judicially and that the finding of the domestic enquiry should not be

interfered with as an appellate authority etc. But, from the argument made by Mr. Ghosh relying upon the said decisions it is apparent that the Tribunal may interfere when it finds that the disciplinary authority had displayed an apparent disparity in the act of ordering punishment to each of the workers from a bunch of charge-sheeted employees and when it is found to be irrational, harsh and shockingly disproportionate.

18. Mr. Ghosh also relied upon some other decisions reported in 1963-I-LLJ 684 and 1990 LAB. I.C. 844 (SC) and submitted that acts subversive of discipline includes misconduct pertaining to manhandling, attempt to assault and threatening to executives. Mr. Ghosh further relied upon another decision reported in 1960-I-LLJ 167 at page 170 to submit that the Hon'ble Court suggested misconducts which warrant dismissal of the employee and in doing so referred to a particular paragraph of the said judgment as held by the Hon'ble Court as follows :

"There can be serious misconduct on the part of a railway servant during working hours and during the course of his employment. But that does not necessarily mean that there can be no misconduct or serious misconduct outside the working hours or outside the course of his employment. The act or conduct of a servant may amount to misconduct—

- (i) if the act or conduct is prejudicial or likely to be prejudicial to the interests of the master or to the reputation of the master;
- (ii) if the act or conduct is inconsistent or incompatible with the due or peaceful discharge of his duty to his master;
- (iii) if the act or conduct of a servant makes it unsafe for the employer to retain him in service;
- (iv) if the act or conduct of the servant is so grossly immoral that all reasonable man will say that the employee cannot be trusted;
- (v) if the act or conduct of the employee is such that the master cannot rely on the faithfulness of his employee;
- (vi) if the act or conduct of the employee is such as to open before him temptations for not discharging his duties properly;
- (vii) if the servant is abusive or if he disturbs the peace at the place of his employment.
- (viii) if he is insulting an insubordinate to such a degree as to be incompatible with the continuance of the relation of master and servant;
- (ix) if the servant is habitually negligent in respect of the duties for which he is engaged;
- (x) if the neglect of the servant, though isolated, tends to cause serious consequences.

That such acts do amount to misconduct has been held in *Pearce v. Foster* [(1886) 17 Q.B.D. 536]. Vide also *Halsbury's Laws of England, Third Edn., Vol. 25*, at p. 485 onwards. Vide also judgment of this Court in *Madhosingh v. State of Bombay* [(1959) 61 Bom. L.R. 1537].”

19. On the other hand, Mr. G.C. Chakraborty, Ld. Advocate for the workmen, relied upon a decision reported in 1985 LAB. I.C. 658 (AIR 1984 SC 914) wherein the Hon'ble Court held that no reasonable employer would ever impose in like circumstances the punishment of dismissal and that victimization and unfair labour practice could well be viewed from the conduct of the management in awarding the extreme punishment of dismissal for a flimsy ground of abuse of some workers or officials of the management within the premises of the factory and in the case concerned on which the Hon'ble Court has given such view, the appellant's papers in respect of his defence was not considered by the Enquiry Officer in the domestic enquiry and the appellant was not given with a list of management witnesses before commencement of the domestic enquiry. Mr. Chakraborty further relied upon another decision reported in 1983 LAB. I.C. 1739 (1) (SC) wherein the Hon'ble Court held that Section II-A confers power on the labour Court to find severity of the misconduct and to assess whether the punishment imposed by the employer is commensurate with the gravity of misconduct. The Hon'ble Court further held in this decision that

“.....This power is specifically conferred on the labour Court under sec. II-A. If the Labour Court after evaluating the gravity of misconduct held that the punishment of termination of service is disproportionately heavy in relation to misconduct and exercised its discretion, this Court in the absence of any important legal principle would not undertake to reexamine the question of adequacy or inadequacy of material for interference by the Labour Court. ....”

20. In this context, I feel tempted to refer to one decision reported in (2006) 1 S.C.C. 430 where the Hon'ble Apex Court has held

“The Supreme Court has come a long way from its earlier view point. The recent trend in the decisions of the Supreme Court seek to strike a balance between earlier object to the industrial relation wherein only the interest of workmen was sought to be protected with the avowed of fast industrial growth of the country. In several decisions of the Supreme Court it has been noticed how discipline at the work place/industrial undertakings received a setback. In view of the change in the economic policy of the country, it may not now be proper to allow the employees to break the discipline with impunity. Our country is governed by vol of

law. All actions, therefore, must be taken in accordance with the law.

Assaulting a superior at the work place, amounts to an act of gross indiscipline. Respondent is a teacher. Even under gross provocation a teacher is not expected to abuse head of the institution in a filthy language and assault him with a chappal. Punishment of dismissal from service, therefore, cannot be said to be wholly disproportionate so as to shock ones conscience.”

In another decision reported in (2005) S.C.C. 736, in an act subversive of discipline, the officers of the Company was gheraoed and the Hon'ble Court held that the alleged act of misconduct is specifically against the applicants having been established, punishment of dismissal is justified.

21. It is fact that the punishment by way of dismissal for the alleged misconduct of the workmen, who acted in indiscipline way by use of filthy language and assaulted their superior, definitely be subjected to punishment with dismissal from service. But, the order of such punishment will get protection when the act of such indiscipline or other misconduct as stated is done by a single workman. But, when there are a number of workmen charge-sheeted, though separately for the same cause of action at the same time and same place and almost of the same nature of charges and after domestic enquiry, some are selected for severe punishment of removal from service and some are imposed with lighter punishment of stoppage of wages for a period without showing any reason for such discrimination, the interference is very much needed by this Tribunal since the Standing Order of the management Corporation has not prescribed. Further, though this Tribunal earlier held the domestic enquiry as validly conducted, it is found that it was done by way of exparte hearing. It is not the case that the charge-sheeted employees or the present workmen never responded to the notice issued to and served upon them by the Enquiry Officer as from the management documents it is found that they appeared and made application for deferring the date since their authorized representative was out of station. It is fact that the charge-sheeted employees made such application for more than one occasion, but that does not mean that the Enquiry Officer should proceed with the enquiry exparte. So, without reopening the question of validity of the enquiry as already decided, a question crops in the mind that if the workmen concerned were permitted to cross-examine the management witnesses and to produce their respective witnesses, the result of the enquiry would have been otherwise. However, since the Enquiry Officer conducted the enquiry and submitted the report holding the present workmen as guilty of the charges levelled against them, and as the Tribunal already held that the enquiry was validly done, this Tribunal will not

interfere with the enquiry report at this juncture since the present Tribunal is not sitting as an appellate forum against the said report. But, the circumstance needs a reference to find whether the punishment inflicted upon the three workmen was validly done or it was disproportionate.

22. Further, it has already been held that through all the six workmen were almost similarly charged, three of them, Dinabandhu Sardar, Pabitra Ranjan Koley and Arabinda Khamaru were picked up for the gallows of removal from service and the rest three workers, namely, Madan Chandra Bag, Sunil Chandra Das and Shambhunath Roy were almost pardoned with some lighter punishment of stoppage of 30 days' wages, gives a suspicion in the mind of this Tribunal that discrepancy and disproportionate treatment was made in the present context to the earlier stated three workers. It has already been stated that the disciplinary authority while ordering punishment has not given the reason as to why S/Shri Dinabandhu Sardar, Pabitra Ranjan Koley and Arabinda Khamaru were separated from the bunch of six workmen with the severe punishment by way of removal from service and why the other three were given with lighter punishment. Disproportionity is very much apparent in the present context and even though the decision which has been cited by this Tribunal on its own accord shows that the Hon'ble Apex Court held the opinion that indiscipline by way of using abusive language and assault are severe misconduct resulting in dismissal. In the present context, I think, the matter is otherwise since the reference is dealing with these workers being treated differently with two separate types of punishment for almost the same misconduct and in such case, the principle laid down by the Hon'ble Apex Court in those decisions may not apply.

23. In conclusion of all the discussion made above, I am of the confident opinion that the management showed an unfair labour practice and the punishment inflicted upon S/Shri Dinabandhu Sardar, Pabitra Ranjan Koley and Arabinda Khamaru is shockingly disproportionate and they have been subjected to victimization. In such circumstances, their punishment of removal from service is set aside and they can at best be subjected to stoppage of 30 days' wages as the punishment inflicted upon S/Shri Madan Chandra Bag, Sunil Chandra Das and Shambhunath Roy. Their reinstatement will be treated with immediate effect without previous continuity since the present workmen are contingent/casual workers.

An Award is passed accordingly.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer  
Kolkata, Dated  
The 1st April, 2011

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 1416.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल एण्ड

नेचुरल गैस कॉरपोरेशन लिमिटेड, मुम्बई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-1 के पंचाट (संदर्भ संख्या 19/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 28-4-2011 को प्राप्त हुआ था।

[सं. एल-30011/125/2003-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2011

S.O. 1416.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/2004) of the Central Government Industrial Tribunal/Labour Court, Mumbai-1 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC Ltd., Maharashtra and their workman, which was received by the Central Government on 28-4-2011.

[No. L-30011/125/2003-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

JUSTICE G.S. SARRAF, Presiding Officer

Reference No. CGIT-1/19 of 2004

PARTIES : Employers in relation to the management of  
O.N.G.C. Ltd.

And

Their Workmen

#### APPEARANCES :

For the Management : Shri G.D. Talreja, Adv.

For the Union : Shri J. P. Sawant Adv.

State : Maharashtra

Mumbai, dated the 16th day of March, 2011

#### AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour, New Delhi Order No. L-30011/125/2003-IR(M) dt. 20-02-2004. The terms of reference given in the schedule are as follows :

"Whether the action of the management of ONGC Ltd., Mumbai in allowing and the action of the

contractors Bombay Intelligence Security (India) Ltd., Mumbai, Industrial Guards Services (P) Ltd., Thane M/s. Asha Caterers, Mumbai and Pest Mortem (India), Mumbai in deducting the amount of Rs. 2,000 each from their contract workmen's revision arrears towards alleged TDS (Income Tax) is proper, legal and justified ? If not, to what relief the concerned workmen are entitled and what other directions are necessary in the matter?"

2. Learned counsel for the second party workman has filed an application stating that the second party workman is not interested in pursuing the claim and that the reference be disposed of for want of prosecution. Learned counsel for the first party has no objection.

3. In view of the above, the reference stands disposed of for want of prosecution.

An Award is made accordingly.

JUSTICE G. S. SARRAF, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 1417.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, बंगलूर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या 130/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 28-4-2011 को प्राप्त हुआ था।

[सं. एल-30012/15/2007-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2011

S.O. 1417.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 130/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corporation Ltd., Bangalore and their workman, which was received by the Central Government on 28-4-2011.

[No. L-30012/15/2007-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BANGALORE

Present : S. N. NAVALGUND, Presiding Officer

CR 130/2007

I Party: Both parties and counsel for II party called  
II Party App: out—none appeared, Sh. S Ramesh,

Advocate submitted that I party had given him vakalat two years back and due to the vacancy of the Post of Presiding Officer he had not filed it and now inspite of writing letters to him he is not approaching him and he appears to be not interested. Issue fresh notice to I party by way of affixture through City Civil Court, Bangalore to appear on 07-03-2011.

07-03-2011

I Party :  
II Party :  
CMD  
App

Both parties and their counsel called out. Await report on notice by way of substitute service sent through City Civil Court by 07-04-2011.

07-04-2011

I Party :

Both parties and their counsel called out—none appeared. Report on notice issued

II Party : CMD  
App

for service by way of affixture on the given address of I party returned from city civil court with Shara "Being Duly Affixed" on 26-02-2011. Since the notices issued to the I party through RPAD to the address given by him being returned as "Not Sufficient Address" and Sh. Ramesh Advocate on 20-01-2011 has made a submission that I party had given him vakalat two years back and due to the vacancy of the post of Presiding Officer he has not filed and now inspite of he writing letters to the I party he is not approaching him and he appears to be not interested, this reference "Whether the workman, Sh. Ponnuswamy, Ex-contract worker of M/s. HPCL Ltd. Mahadevapura, LPG Plant, Bangalore is entitled to claim reinstatement and regularization of services subsequent to the prohibition of contract labour engagement and consequent stoppage of his engagement w.e.f. May 2007 ? if not, what relief the workman is entitled to ?" cannot be proceeded with in the absence of I party and his claim statment the reference has to be rejected. Accordingly, the reference is rejected. Forward the copy of the order sheet to the Ministry for notification if necessary.

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 1418.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ एन जी सी लिमिटेड, मुम्बई के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई के पंचाट (संदर्भ संख्या 10/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2011 को प्राप्त हुआ था।

[सं. एल-30015/3/2003-आईआर(एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 28th April, 2011

S.O. 1418.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil & Natural Gas Corporation Ltd., Mumbai and their workmen, which was received by the Central Government on 28-4-2011.

[No. L-30015/3/2003-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present :

K. B. KATAKE

Presiding Officer

REFERENCE NO. CGIT-2/10 OF 2003

EMPLOYERS IN RELATION TO THE  
MANAGEMENT OF ONGC LTD. & 22 ORS.

- (1) Oil & Natural Gas Corporation Ltd.,  
Through the Chairman and Managing Director  
At 2/A, Vasundhara Bhawan  
Bandra (East),  
Mumbai-400 051
- (2) Petroleum  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.
- (3) Vijay Electrical  
Hind Rajasthan Building,  
Dadar,  
Mumbai-400 014.

- (4) Sam Fire Services  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.
- (5) Shri Y. Baburao  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.
- (6) R. N. Paint Engineering Works  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.
- (7) Damodar Tech. Ind. Pvt. Ltd.  
C/o. ONGC, Panvel,  
Distt. Raigad.
- (8) Shri Enterprises  
C/o. ONGC, Uran,  
Distt. Raigad.
- (9) International  
C/o. ONGC, Uran,  
Distt. Raigad.
- (10) Babu Caterers  
C/o. ONGC, Kanjur Marg,  
Mumbai.
- (11) Asha Caterers  
C/o. ONGC, Poonam Nagar,  
Andheri, Mumbai.
- (12) Romes Marine Management  
C/o. ONGC, Uran,  
Mumbai.
- (13) Rank Control  
C/o. ONGC, Uran,  
Mumbai.
- (14) International Engineering & Marine Works  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.
- (15) Techno Mechanical Engineering  
Hind Rajasthan Building,  
Dadar, Mumbai-400 014.
- (16) S. S. Construction  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.
- (17) Moosa Services  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.
- (18) Danish Sales Corporation  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.
- (19) S. P. Gharat  
C/o. ONGC, Panvel,  
Distt. Raigad.

- (20) R.D. Gharat  
C/o. ONGC, Panvel,  
Distt. Raigad.

Flat No. 304, Tambe Nagar,  
Mulund (W), Mumbai-400 080.

**APPEARANCES:**

- (21) Aarnan Shipping Corporation  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.

For the Employer No. (1) : Shri G.D. Talreja  
Representative

- (22) Romeo Marine Management  
C/o. ONGC, Vasundhara Bhavan,  
Mumbai-400 051.

Employer Nos. (2 to 23) : No appearance

For the Workmen : Shri Jaiprakash Sawant,  
Union Nos. 1 & 2 Advocate

- (23) M/s. Kalapi  
D-28, Yogi Nagar, Borivli (W),  
Mumbai-400 092.

Union No. 3 : Shri Abhay Kulkarni,  
Advocate

Mumbai, dated the 28th February, 2011

**AND**

**Their Workmen****AWARD**

- (1) The Petroleum Employees Union  
At Tel Rasayani Bhavan, Tilak Road,  
Dadar (East), Mumbai-400 014.
- (2) General Employees Association  
Tel Rasayani Bhavan, Tilak Road,  
Dadar (East), Mumbai-400 014.
- (3) Oil and Natural Gas Corp. (BOP) Karmachari  
Sanghatana,  
Krishna Kunj No. 2, C-Wing,

The Government of India Ministry of Labour & Employment by its Order No. L-30015/3/2003-IR (M), dated 27-2-2003 in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether contracts between ONGC and contractors employing workmen enlisted in Exhibit ‘A’ and ‘B’ were camouflage or ruse and not genuine contract? If not, to what relief are the workmen entitled?”

**Ex-A**

**LIST OF DIRECT EMPLOYEES—MUMBAI**

S.No.	Name	Designation	CPF No.	Location
(1)	(2)	(3)	(4)	(5)
1.	Subhash Paul	Typist/Clerk	83286	Vasundhara Bhavan
2.	Deepak Chavan	Typist/Clerk	83287	Vasundhara Bhavan
3.	K. M. Rawal	Typist/Clerk	83288	Vasundhara Bhavan
4.	Fidlis Noronha	Typist/Clerk	83289	Vasundhara Bhavan
5.	Eknath V. Kadam	Attendant	83290	Vasundhara Bhavan
6.	Shreeram G. Kadu	Attendant	83291	Vasundhara Bhavan
7.	G. H. Fernandes	Attendant	83292	Vasundhara Bhavan
8.	Mrs. Sneha U. Gadgil	Typist/Clerk	83293	Vasundhara Bhavan
9.	Shivani S. Veerkar	Typist/Clerk	83294	Vasundhara Bhavan
10.	Kalpana B. Dongare	Typist/Clerk	83295	Vasundhara Bhavan
11.	Kalpana S. Shinde	Typist/Clerk	83296	Vasundhara Bhavan
12.	Anantha L. Hariharan	Typist/Clerk	83297	Vasundhara Bhavan
13.	Sathi Unnikrishnan Nair	Typist/Clerk	83299	Vasundhara Bhavan
14.	K. M. Aleamma	Typist/Clerk	83300	Vasundhara Bhavan
15.	D. J. Gosavi	Typist/Clerk	83310	Vasundhara Bhavan
16.	Prakash R. Solanki	Attendant	83720	Vasundhara Bhavan

(1)	(2)	(3)	(4)	(5)
17.	B. K. Tyagi	Communication Emp.	93063	Vasundhara Bhavan
18.	Krishnan Singh	Communication Emp.	93064	Vasundhara Bhavan
19.	John Thomas	Communication Emp.	93066	Vasundhara Bhavan
20.	K. B. Anil Kumar	Communication Emp.	93067	Vasundhara Bhavan
21.	Satish P. Vaidya	Communication Emp.	93068	Vasundhara Bhavan
22.	Nishanth Kumar P.	Communication Emp.	93070	Vasundhara Bhavan
23.	P.C. Chaudhary	Communication Emp.	93071	Vasundhara Bhavan
24.	Sandeep Kumar	Communication Emp.	93074	Vasundhara Bhavan
25.	Kamakhya Jha	Communication Emp.	93076	Vasundhara Bhavan
26.	R. R. Nair	Communication Emp.	93092	Vasundhara Bhavan
27.	Anandavally Sivanandan	Typist/Clerk	93101	Vasundhara Bhavan
28.	Omana M.K.	Typist/Clerk	93102	Vasundhara Bhavan
29.	Sheba C. Narayanan	Typist/Clerk	93104	Vasundhara Bhavan
30.	Sam Joseph	Typist/Clerk	93106	Vasundhara Bhavan
31.	Rakesh Singh K.	Techician	93133	Vasundhara Bhavan
32.	Arvind Kumar Singh	Techician	93135	Vasundhara Bhavan
33.	A. H. Awhad	Fire Technician	93271	Vasundhara Bhavan
34.	R. K. Kunder	Fire Technician	93272	Vasundhara Bhavan
35.	V. B. Verekar	Fire Technician	93273	Vasundhara Bhavan
36.	R. A. Parab	Fire Technician	93274	Vasundhara Bhavan
37.	S. H. Mayekar	Fire Technician	93275	Vasundhara Bhavan
38.	P. K. Morajkar	Fire Technician	93276	Vasundhara Bhavan
39.	A. M. Mohite	Fire Technician	93277	Vasundhara Bhavan
40.	U. R. Dalvi	Fire Technician	93278	Vasundhara Bhavan
41.	Pramod Kumar	Fire Technician	93279	Vasundhara Bhavan
42.	Mrs. M. V. Pakhale	Fire Technician	93280	Vasundhara Bhavan
43.	M. H. Manjrekar	Fire Technician	93298	Vasundhara Bhavan
44.	M. D. Sanas	Fire Technician	93299	Vasundhara Bhavan
45.	K. A. Jyothi Chandran	Fire Technician	93301	Vasundhara Bhavan
46.	R. K. Chavan	Attendant	70901	Maker Towers
47.	Mangesh S. Ghag	Attendant	83717	Maker Towers
48.	Cherian Varghese	Communication Emp.	93084	Maker Towers
49.	Mrs. Rutuja R. Kandoorkar	Typist/Clerk	83723	T&S Office
50.	Mrs. Pradya P. Kadam	Typist/Clerk	83724	T&S Office
51.	Sneha V. Shirsat	Typist/Clerk	83725	T&S Office
52.	Mrs. Prachi P. Acharelan	Typist/Clerk	93051	T&S Office
53.	Mrs. Shweta S. Satam	Typist/Clerk	93052	T&S Office
54.	Sanjay N. Bhosle	Attendant	93053	T&S Office
55.	Sanjay I. Vichare	Attendant	93054	T&S Office
56.	H. K. Maske	Attendant	93055	T&S Office
57.	Amin P. Roopani	Typist/Clerk	83715	Botawala



(1)	(2)	(3)	(4)	(5)
58.	B.A. Dhanawade	Typist/Clerk	83308	Trombay
59.	Anil K. Kamble	Typist/Clerk	83311	Trombay
60.	Thomas Kurian	Radio Emp.	93098	Trombay
61.	Dhananjayan B.	Technician	93136	Trombay
62.	Iyyapan	Technician	93137	Trombay
63.	Dhananjay S. R.	Technician	93138	Trombay
64.	Patil B. G.	Attendant	83721	RCF Office
65.	M. D. Jadhav	Communication Emp.	93078	RCF Office
66.	Anand Moolya	Attendant	83711	Arcadia
67.	Binu Joshwa	Typist/Clerk	83712	Bengal Chemical
68.	Ms. Pinky Agarwal	Typist/Clerk	83713	Arcadia
69.	Amol Ghadge	Typist/Clerk	83716	Bengal Chemical
70.	Sudhakar M. Kamble	Typist/Clerk	83705	Bengal Chemical
71.	Milind Naik	Typist/Clerk	83709	Bengal Chemical
72.	Nandkumar Khandalkar	Attendant	83710	Bengal Chemical
73.	Anant S. Shetye	Attendant	83718	Bengal Chemical
74.	Mrs. Sugandha D. Narvekar	Typist/Clerk	83707	Nhava
75.	Sunil M. Mhatre	Typist/Clerk	83708	Nhava
76.	P. Joseph	Communication Emp.	93088	Nhava
77.	S. C. Kumar	Communication Emp.	93089	Nhava
78.	D. K. Lokhande	Communication Emp.	93090	Nhava
79.	P. S. Patil	Communication Emp.	93091	Nhava
80.	Mrs. Sushma Pereira	Tel. Operator	93231	Nhava
81.	Mrs. Seema Pradhan	Tel. Operator	93232	Nhava
82.	Dipak Chakraborty	Radio Emp.	93207	Hazira
83.	Mrs. Jyothi Shetty	Typist/Clerk	93103	Andheri Office
84.	S. K. Kannadasan	Typist/Clerk	83722	Helibase
85.	Gurudatta S. Sawant	Attendant	96424	Mallet Bunder
86.	Radayanath S. Lotankar	Attendant	96425	Mallet Bunder
87.	Santosh S. More	Attendant	96426	Mallet Bunder
88.	Mulidhar G. Kachare	Attendant	96427	Mallet Bunder
89.	Janardhan K. Rampise	Attendant	96429	Mallet Bunder
90.	Dattaram Bhovad	Attendant	96431	Mallet Bunder
91.	Ramchandra L. Naik	Attendant	96432	Mallet Bunder
92.	Sadashiv G. Dasar	Attendant	96433	Mallet Bunder
93.	Anand J. Sawant	Attendant	96434	Mallet Bunder
94.	Tanaji R. Dolas	Attendant	96435	Mallet Bunder
95.	Shreejesh N.	Technician	93118	Offshore
96.	K. P. Benny	Technician	93121	Offshore
97.	Ajay C. Eapen	Technician	93122	Offshore
98.	Hanif Mirji	Technician	93123	Offshore
99.	A. Antony	Technician	93124	Offshore
100.	M. K. Chaurasia	Technician	93125	Offshore

(1)	(2)	(3)	(4)	(5)
101.	Jagtar Singh	Technician	93129	Offshore
102.	P. R. Muthupandian	Radio Emp.	93202	Offshore
103.	Smt. Suiheta Mhatre	Typist/Clerk	83730	Panvel
104.	Neelam G. Khandugale	Typist/Clerk	83731	Panvel
105.	Manzoor Alam	Typist/Clerk	83732	Panvel
106.	Mrs. Karita R. Chipade	Typist/Clerk	83733	Panvel
107.	P. S. Rawat	Typist/Clerk	83734	Panvel
108.	Moin Ahmed	Typist/Clerk	83735	Panvel
109.	Sarla R. Gangurde	Typist/Clerk	83736	Panvel
110.	Ramesh K. Chorghe	Typist/Clerk	83737	Panvel
111.	Manisha V. Bhoir	Typist/Clerk	83738	Panvel
112.	Mrs. Purva P. Kadam	Typist/Clerk	83739	Panvel
113.	Vidyadhar H. Thakur	Typist/Clerk	83740	Panvel
114.	Kamble M. Kishore	Typist/Clerk	83741	Panvel
115.	J. B. Mhatre	Typist/Clerk	83742	Panvel
116.	C. J. Mhatre	Typist/Clerk	83743	Panvel
117.	Vinayak M. Gharat	Typist/Clerk	83744	Panvel
118.	Annaldas Chandrakant	Typist/Clerk	83745	Panvel
119.	Akbar Ali	Typist/Clerk	83747	Panvel
120.	Smt. Yanubai S. Patil	Attendent	92801	Panvel
121.	Smt. Malti S. Mhatre	Attendent	92802	Panvel
122.	Vinshu G. Gharat	Attendent	92804	Panvel
123.	Mrs. Yashodha G. Patil	Attendent	92805	Panvel
124.	Mrs. Kalawati S. Patil	Attendent	92807	Panvel
125.	Mrs. Chhayam Gawli	Tel. Operator	92810	Panvel
126.	Santosh Anant Bhosle	Tel. Operator	92816	Panvel
127.	Anil Kumar	Communication Emp.	93087	Panvel
128.	B. B. Bhagat	Fire Supervisor	93282	Panvel
129.	G. H. Khadasne	Fire Supervisor	93283	Panvel
130.	S. N. Bade	Fire Supervisor	93284	Panvel
131.	S. M. Salunkhe	Fire Supervisor	93285	Panvel
132.	D. R. Thakur	Fire Supervisor	93286	Panvel
133.	A. S. Bhosle	Fire Supervisor	93288	Panvel
134.	P. B. Shinde	Fire Supervisor	93289	Panvel
135.	S. B. Patil	Fire Supervisor	93290	Panvel
136.	S. S. Kasbe	Fire Supervisor	93291	Panvel
137.	B. U. Bhoir	Fireman	93292	Panvel
138.	D. A. Patil	Fireman	93293	Panvel
139.	L. S. Thombare	Fireman	93294	Panvel
140.	P. S. Fule	Fireman	93295	Panvel
141.	S. R. More	Fireman	93296	Panvel
142.	S. P. Pawar	Fireman	93297	Panvel
143.	G. I. Gadhavi	Fire Supervisor	93302	Panvel

(1)	(2)	(3)	(4)	(5)
144.	R. B. Patil	Semi-Skilled	93303	Panvel
145.	B. M. Mahajan	Fire Supervisor	93304	Panvel
146.	D. R. Masilkar	Fire Supervisor	93305	Panvel
147.	B. Kumar	Fire Technician	93306	Panvel
148.	R. H. Shirpute	Fireman	93307	Panvel
149.	R. A. Rajpure	Fireman	93308	Panvel
150.	A. G. Patil	Fireman	93309	Panvel
151.	Mr. Nilesh Vasant Mhatre	Boiler Operator	92851	Uran
152.	Mr. S. V. Devre	Boiler Operator	92852	Uran
153.	Mr. Nelson Lowrence Koli	Boiler Operator	92853	Uran
154.	Mr. Sudhir K. Pansare	Boiler Operator	92854	Uran
155.	Mr. Rajesh H. Patil	Boiler Operator	92855	Uran
156.	Mr. Govind S. Patil	Boiler Operator	92856	Uran
157.	Mr. Prakash N. Kothvale	Boiler Operator	92857	Uran
158.	Mr. Sunil Yeshwant Naik	Boiler Operator	92858	Uran
159.	Mr. Sudhir Dharamji Tambe	Boiler Operator	92859	Uran
160.	Mr. Sanjay R. Pise	Boiler Operator	92861	Uran
161.	Mr. Sunil Ganpath Vanage	Boiler Operator	92862	Uran
162.	Mr. Santosh Anand Mhatre	Boiler Operator	92863	Uran
163.	Mr. Vivek Krishna Patil	Boiler Operator	92864	Uran
164.	Mr. Sanjiv Kumar N. Kuttel	Boiler Operator	92865	Uran
165.	Mr. Deepak Janardhan Koli	Boiler Operator	92866	Uran
166.	Ms. Gladis Shiji K.V.	Typist/Clerk	92867	Uran
167.	Mr. Kishore Patil	H/K (Labour)	92868	Uran
168.	Mr. Anil Patil	H/K (Labour)	92869	Uran
169.	Ms. Rekha Palkar	H/K (Labour)	92870	Uran
170.	Ms. Rajeshwari Bhoir	H/K (Labour)	92871	Uran
171.	Ms. Heerabai Patil	H/K (Labour)	92874	Uran
172.	Ms. Lila Mhatre	H/K (Labour)	92875	Uran
173.	Ms. Saraswati Bhoir	H/K (Labour)	92876	Uran
174.	Ms. Pushpa Gharat	H/K (Labour)	92877	Uran
175.	Ms. Mathura Banda	H/K (Labour)	92878	Uran
176.	Mr. Parakash Patil	H/K (Labour)	92880	Uran
177.	Ms. Rukhmini Patil	H/K (Labour)	92881	Uran
178.	Ms. Lilita Mhatre	H/K (Labour)	92882	Uran
179.	Ms. Sharda Koli	H/K (Labour)	92883	Uran
180.	Ms. Manjula Bhoir	H/K (Labour)	92884	Uran
181.	Ms. Sunanda Mhatre	H/K (Labour)	92885	Uran
182.	Ms. Anusuya Joshi	H/K (Labour)	92886	Uran
183.	Ms. Jamna Bai Patil	H/K (Labour)	92887	Uran
184.	Mr. Mahendra M. Patil	H/K (Labour)	92888	Uran
185.	Ms. Tara Bhoir	H/K (Labour)	92890	Uran
186.	Ms. Tara Patil	H/K (Labour)	92891	Uran

(1)	(2)	(3)	(4)	(5)
187.	Ms. Mathura Bhoir	H/K (Labour)	92893	Uran
188.	Mr. Namdev Pandurang Naik	H/K (Labour)	92896	Uran
189.	Mr. Vasant Suzam	H/K (Labour)	92897	Uran
190.	Mr. Mahadeo Joshi	H/K (Labour)	92898	Uran
191.	Mr. Ravikant Gharat	H/K (Labour)	92899	Uran
192.	Ms. Nirmala Dhashi	H/K (Labour)	92901	Uran
193.	Ms. Baby Gajanan Madhavi	H/K (Labour)	92902	Uran
194.	Ms. Indu Patil	H/K (Labour)	92903	Uran
195.	Ms. M. M. Thakur	H/K (Labour)	92904	Uran
196.	Ms. Leela Bai Dewre	H/K (Labour)	92905	Uran
197.	Ms. Neeru Bai Bhoir	H/K (Labour)	92906	Uran
198.	Ms. Vachala Bai Gowri	H/K (Labour)	92907	Uran
199.	Ms. Sulochana Sigwan	H/K (Labour)	92908	Uran
200.	Ms. Manjula Gowari	H/K (Labour)	92909	Uran
201.	Mr. Avinash Bhoir	H/K (Labour)	92910	Uran
202.	Mr. Manohar Mhatre	H/K (Labour)	92913	Uran
203.	Mr. Naresh Palkar	H/K (Labour)	92914	Uran
204.	Mr. Lakhu Kadu	H/K (Labour)	92915	Uran
205.	Mr. Yeshwant Mhatre	H/K (Labour)	92916	Uran
206.	Mr. Dayanad Palkar	H/K (Labour)	92917	Uran
207.	Mr. Neelnath B. Mhatre	Helper (Lab.)	92918	Uran
208.	Mr. Parashuram G. Patil	Helper (Lab.)	92919	Uran
209.	Mr. Rajendra Gharat	Helper (Lab.)	92920	Uran
210.	Mr. Ankush Shirdhankar	Helper (Lab.)	92921	Uran
211.	Mr. Manoj Gharat	Helper (Lab.)	92922	Uran
212.	Ms. Sophia P. Paul	Typist/Clerk	92923	Uran
213.	Mr. Sandip M. More	Typist/Clerk	92924	Uran
214.	Mr. Devichand Rathod	Helper	92925	Uran
215.	Mr. Babu S. Bendeke	Helper	92926	Uran
216.	Mr. Buxiram R. Chavan	Helper	92927	Uran
217.	Mr. Pandurang V. Chavan	Helper	92928	Uran
218.	Mr. Dattaram D. Mhatre	Helper	92929	Uran
219.	Mr. Shankar S. Mhatre	Helper	92930	Uran
220.	Mr. Rajesh C. Gharat	Helper	92931	Uran
221.	Mr. Jayaram J. Gharat	Helper	92932	Uran
222.	Mr. Datta J. Mali	Helper	92933	Uran
223.	Rajendra G. Mali	Helper	92934	Uran
224.	Mr. Deepak Kathe	Helper	92935	Uran
225.	Mr. Anna Rama Gharat	Inst. Tech.	92937	Uran
226.	Mr. Sudhir Raut	Inst. Tech.	92944	Uran
227.	Mr. Akhtar Abddula	Inst. Tech.	92945	Uran
228.	Mr. Sagar Koli	Inst. Tech.	92947	Uran
229.	Mr. Sunil Raut	Inst. Tech.	92950	Uran
230.	Mr. Sadanand Patil	Inst. Tech.	92951	Uran

(1)	(2)	(3)	(4)	(5)
231.	Mr. Millind Mhatre	Inst. Tech.	92955	Uran
232.	Mr. Vijay T. Gamre	Tel. Operator	92957	Uran
233.	Mr. P. M. Lavekar	Tel. Operator	92958	Uran
234.	Mr. M. D. Kathe	Tel. Operator	92959	Uran
235.	Mr. Jitendra P. Naik	Tel. Operator	92960	Uran
236.	Mr. Shailesh S. Patil	Helper	92961	Uran
237.	Mr. Dattaram R. Mhatre	Helper	92962	Uran
238.	Mr. Bhaskar Koli	Helper	92963	Uran
239.	Mr. Santosh Y. Mhatre	Typist/Clerk	92964	Uran
240.	Mr. Mangesh M. Nakhawa	Typist/Clerk	92966	Uran
241.	Mr. Prabir Kumar Gupta	Typist/Clerk	92967	Uran
242.	Mr. Samir Gupta	Typist/Clerk	92968	Uran
243.	Mr. Tukaram Joshi	Helper	92969	Uran
244.	Ms. Sweety O. Sharma	Typist/Clerk	92970	Uran
245.	Mr. Ravindra A. Mhatre	Helper	92972	Uran
246.	Mr. B. Ajith Kumar	Typist/Clerk	92974	Uran
247.	Ms. C. Sobhana Nair	Typist/Clerk	92975	Uran
248.	Mr. S. N. Singh	Helper	92976	Uran
249.	Mr. Sunil Krishna Naik	Typist/Clerk	92977	Uran
250.	Mr. Sanjay Mali	Helper	92978	Uran
251.	Mr. Mahesh Gharat	Helper	92979	Uran
252.	Mr. Prasad Mhatre	Helper	92980	Uran
253.	Mr. sanjay Patil	Helper	92981	Uran
254.	Mr. Parijat Thakur	Helper	92982	Uran
255.	Mr. Shrikant Jaiswal	Satellite Tech.	93139	Uran
256.	Mr. P. A. Sheth	Satellite Tech.	93140	Uran
257.	Mr. K. M. Patil	Satellite Tech.	93141	Uran
258.	Mr. R. B. Khade	Satellite Tech.	93142	Uran
259.	Mr. S. B. Patil	Satellite Tech.	93143	Uran
260.	Mr. P. H. Pardhi	Satellite Tech.	93144	Uran
261.	Mr. Rajendra M. Naik	Helper (Lab.)	93008	Uran
262.	Mr. Jeevan N. Patil	Helper (Lab.)	93009	Uran
263.	Mr. Kishore H. Thakur	Helper (Lab.)	93010	Uran
264.	Mr. Bhupendra B. Thakur	Helper (Lab.)	93012	Uran
265.	Sunil B. Patil	Helper (Lab.)	93013	Uran
266.	Deepak R. Patil	Helper (Lab.)	93014	Uran
267.	Mr. Santosh V. Shirdhankar	Helper (Lab.)	93015	Uran
268.	Mr. Nilesh H. Patil	Helper (Lab.)	93016	Uran
269.	Mr. Kishore T. Gharat	Helper (Lab.)	93017	Uran
270.	Mr. Swapnil M. Mali	Helper (Lab.)	93018	Uran
271.	Mr. Krisnakant N. Patil	Helper (Lab.)	93019	Uran
272.	Mr. Kishor B. Patil	Helper (Lab.)	93020	Uran
273.	Mr. Mareshwar R. Mhatre	Helper (Lab.)	93021	Uran
274.	Mr. Hemant D. Thali	Helper (Lab.)	93022	Uran
275.	Ms. Sangeeta P. Thali	Helper (Lab.)	93023	Uran

## EX-27

## CORRIGENDUM

New Delhi, the 8th September, 2003

In this Ministry's Order of even No. dated 27-2-2003, to the Exhibit 'A' thereof, the names of the following workmen may also be added as follows :—

S.No.	Name	Designation	CPF No.	Location
(1)	(2)	(3)	(4)	(5)
276.	Mr. Kishore R. Karnade	Helper, Elec. Workshop	93025	Uran
277.	Mr. Arvind K. Shukla	Helper, E&T Section	93026	Uran
278.	Mr. Jaywant G. Mhatre	Helper, Elec. Workshop	93027	Uran
279.	Mr. Nitin Kalalakar Mhatre	Helper, Civil	93028	Uran
280.	Mr. Dayanand M. Gharat	Helper, GPG	93029	Uran
281.	Ms. Pratibha D. Mhatre	Helper, Civil	93030	Uran
282.	Mr. Suresh G. Shirdhankar	Helper, Civil	93031	Uran
283.	Mr. Ganesha Tupgaonkar	Helper, Mech. Workshop	93033	Uran
284.	Mr. Jagdish G. Patel	Helper, Mech. Workshop	93034	Uran
285.	Mr. Anil M. Gharat	Helper, EIP	93035	Uran
286.	Mr. Jaywant G. Bhoir	Helper, EIP	93036	Uran
287.	Mr. Devidas C. Bhoir	Helper, EIP	93037	Uran
288.	Mr. Balkrishan Patil	Helper, Mech. Workshop	93038	Uran
289.	Mr. Balchandra Dungagaikar	Helper, Mech. Workshop	93039	Uran
290.	Mr. Naresh Mhatre	Helper, Mech. Workshop	93040	Uran
291.	Mr. Prakash H. Patil	Helper, Mech. Workshop	93041	Uran
292.	Mr. Jagjivan Patil	Helper, Mech. Workshop	93042	Uran
293.	Mr. Kishore Patil	Helper, Mech. Workshop	93043	Uran
294.	Mr. Narayan Gharat	Helper, Mech. Workshop	93044	Uran
295.	Mr. Kunthan A. Pathare	Helper, Civil	93045	Uran
296.	Mr. Nitin N. Mhatre	Helper, Civil	93046	Uran
297.	Mr. Bhushan J. Thali	Helper, Civil	93047	Uran
298.	Mr. Rakesh M. Mali	Helper, Civil	93048	Uran
299.	Mr. Kashinath A. Patil	Helper, Civil	93049	Uran
300.	Mr. Hareshwar J. Thali	Helper, Civil	93050	Uran

B. M. DAVID, Under Secy.

## EXHIBIT 'B'

S.No.	Name of Employee	CPF No.	Designation
(1)	(2)	(3)	(3)
1.	Yeshwant B. Bhome	92860	Boiler Opeartor
2.	Devchand Kanha Koli	92936	Instrument Technician
3.	Suresh V. T.	92938	—do—
4.	Joy Lobo	92939	—do—
5.	Manohar Prabhakar Thali	92940	—do—
6.	Santosh G. Mhatre	92941	—do—
7.	Rajendra G. Koshe	92942	—do—
8.	Pashuram Narayan Mhatre	92943	Instt. Helper/Tech.
9.	Chalson K. V.	92946	—do—
10.	Tukaram Patil	92948	—do—
11.	Mrs. Sailee Santosh Mhatre/ Ms. Lata Gharat	92949	—do—
12.	Rakesh Prakash Nandgaonkar	92952	Instrument Technician
13.	Nishapati J. Roay	92953	Instt. Helper/Technician
14.	Niranjan Vasant Lavekar	92954	Semiskilled
15.	Sanjan Moreshwar Thali	92956	—do—
16.	Dhirendra Shukla	92965	Plant Operator
17.	Iquabal Dadamiya Sheikh	92971	Typist
18.	Balchandra K. Patil	92973	—do—
19.	Mrs. Lakshmi Bhoir	92872	Labour
20.	Mrs. Chandrasena Patil	92873	—do—
21.	Omi Valmiki	92879	—do—
22.	Mrs. Bhimabai Laxman Mhatre	92892	—do—
23.	Mrs. Aruna Mali	92894	—do—
24.	Pradeep Bhoir	92895	—do—
25.	Arun Dindore	92900	—do—
26.	Mukund Sonawane	92911	—do—
27.	Kiran Thakur	92912	—do—
28.	Amardeep Singh	93100	Radio Emp.
29.	C. P. Babu	93113	Technician
30.	Alex George	93114	—do—
31.	Sudheer Nair	93115	—do—
32.	Bijoy K. S.	93116	—do—
33.	Vishnu Pawar	93117	—do—
34.	Joseph Vergheese	93119	—do—
35.	Samsudeen A.S.	93120	—do—
36.	Buju Vergheese	93127	Technician
37.	P. T. Mendonza	93211	Radio Emp.
38.	Manish Rathod	93212	—do—
39.	S. C. Sah	93213	—do—
40.	D. S. Rana	93214	—do—

(1)	(2)	(3)	(3)
			Radio Emp.
41.	AS De	93215	-do-
42.	NY Dalvi	93216	-do-
43.	GS Rao	93217	-do-
44.	Rohit Parmar	93218	-do-
45.	BP Singh	93219	-do-
46.	G Ranmesh	93220	-do-
47.	A. Nagachushanam	93221	-do-
48.	A. Mendonca	93222	-do-
49.	JM Pahuha	93223	-do-
50.	Praveen Hugar	93224	-do-
51.	MS Rao	93225	-do-
52.	SF Dawood	93226	-do-
53.	Suprovat Singha	93227	-do-
54.	Sukanto Roy	93228	-do-
55.	Santosh Balan	93230	-do-
56.	Kannadasan S.	83772	Attendant
57.	Ms. KM Alayamma	83200	S/S
58.	Waseem Khan	93134	-do-
59.	SB Patil	93290	Fire Tech.
60.	SS Kasbe	93291	-do-
61.	D A Patil	93293	Fireman
62.	PS Fule	93295	-do-
63.	SP Pawar	93297	-do-
64.	MR Jagtap	93300	-do-
65.	BH Mahajan	93304	Fire Sup.
66.	Mrs. Rajathi Anathappan	83304	S/S
67.	Ms. PN Anandavallay	92101	-do-
68.	Ms. MK Omana	92102	-do-
69.	MS. Sneha Narayanan	92104	-do-
70.	Sam Josheph	92107	-do-
71.	Pramod Kumar	83279	Fire Helper
72.	Amol Ghadage	83716	Comp. Opr.
73.	V.A. Pankajakshan	93062	Comm. Emp.
74.	Hillary P.	93069	-do-
75.	A. Rastogi	93073	-do-
76.	A. S. Demello	93075	-do-
77.	B. Singh	93077	-do-
78.	RR Nair	93093	-do-
79.	KK Nandanandan	93094	-do-
80.	Mrs. Jyothi Sheety	93103	-do-
81.	Mrs. Lotus Paul	93105	-do-
82.	Kiran Bhatt	93120	Technician
83.	Bonoy Solomon	93131	-do-
84.	MD Jadhav	93078	Comm. Emp.



(1)	(2)	(3)	(3)
85.	CB Francis	93096	Radio Emp.
86.	JA Parmar	93099	-do-
87.	Carlton Wilson	93095	-do-
88.	Ganesh Prindavankar	70896	Typist
89.	Rajendra Kumbhar	70897	Attendant
90.	Arvind Sawant	70898	-do-
91.	Santosh Patil	70899	Typist
92.	Sharad Parab	70900	-do-
93.	Mahesh Morya	70902	-do-
94.	Mahadev Mhaske	70903	-do-
95.	Ganesh Bhogale	70904	Attendant
96.	Jaising Gaonkar	70905	-do-
97.	Pramod Awas	70906	-do-
98.	Rajesh Ghadge	70907	-do-
99.	K. Anil Kumar Nair	70908	Typist
100.	Vijay Waghmare	70909	Attendant
101.	E.M. Ravindran	70910	Typist
102.	Ashok Knagane	70911	Attendant
103.	Mahesh Nair	70912	-do-
104.	B.M. Yadav	93081	Comm. Emp.
105.	Rajendra Singh	93082	-do-
106.	Bhushan C. B.	93083	-do-
107.	C. Vergheese	93084	-do-
108.	A. K. Barua	93085	-do-
109.	Lubdha Sondkar	83706	Typist
110.	Epi Ipe	93065	Radio Emp.
111.	P. D. Thapliyal	93079	Comm. Emp.
112.	K. C. Katoch	93000	-do-
113.	S. N. Annaldas	83714	Typist
114.	E. Ramachandran	93097	Radio Emp.
115.	V.S.S. Rao	93204	-do-
116.	Khaleel Ahmad	93205	-do-
117.	Diponker Dass	93206	-do-
118.	Vishwas Mhatre	83309	S/S
119.	Uday Sawant	83312	-do-
120.	Kiran Gangurde	83315	-do-
121.	V.N. Rakhle	93201	Radio Emp.
122.	G. K. Mishra	93203	-do-
123.	S. D. Pawar	93281	Fire Sup.
124.	K. Velushamy	93287	-do-
125.	K. R. Kent	83719	Helper
126.	Sanand Gharat	92803	H/K Sup.
127.	Bala Ram Gharat	92806	-do-

(1)	(2)	(3)	(3)
128.	Mrs. Annamma Mathew	92808	Tele. Optr.
129.	Miss Hansa Bahirwani	92809	-do-
130.	Anand Salian	92811	-do-
131.	Prakash Kasbe	92812	-do-
132.	R. D. Gharat	92813	Tele, Tech.
133.	Harish Pradeshi	92814	Lineman
134.	Raj Kumar Prajapati	92815	Tele. Optr.
135.	K. V. Verchese	93086	Comm. Emp.
136.	Abkar Ali	83746	-do-

2. After receipt of the reference, both the parties were served with notices. In response to the notices, the second parties unions have filed their statement of claim at Ex-5 & 8. According to them, the members of these unions are the employees of M/s. Oil and Natural Gas Corporation Ltd. These workmen are working with the company since last number of years and as per the dates of their joining shown in lists annexure 'A' and 'B'. The company has number of establishments in the city of Mumbai as well as in the neighbouring districts. They require large number of skilled, semi-skilled and unskilled workers to attend the work which is of perennial nature. Initially the management used to employ workmen on permanent and regular basis. However subsequently taking disadvantage of situation of employment, in our country they have decided to employ the workmen on contract basis by engaging sham and bogus contractors even for performing the work of perennial nature.

3. The unions submit that the workmen are employed for attending various types of work connected to their main activities so also incidental works to their main job. While employing the workmen in their establishment, their qualification, eligibility, competency and potentiality were examined by the officers of the management to their satisfaction. Allocation of jobs, fixing the duty hours, places of posting, examination of job and work were supervised by the officers of the management. Their shifts, attendance etc. were observed and maintained by the officers of the management. The workmen were working under the direct control of the officials of management. The contractors were mere name lenders who used to come once in a month and only for signing the papers prepared by the management and to receive their cheques. The monthly salary and wages of these employees were calculated and disbursed by the officers of the management. Their leave account and other facilities were also maintained by the management.

4. The works and activities of management attended by the workmen were of permanent and perennial nature.

The contractors are sham, bogus and camouflage merely to deprive the workmen from getting benefits of permanency. The unions have requested the management to regularize the services of these workmen. However they did not give any response therefore, the union filed writ petition no. 2185/1991 before Hon'ble Bombay High Court. Hon'ble High Court gave direction to Central Government to decide the issue as to whether the employment of contract labour in the establishment is to be prohibited by issuing notification under Section 10 of the Contract Labour Act. The Government has formed committee to submit the report in respect of perennial nature of work. On the recommendations of the said committee they have prohibited certain categories of works to employ the contract labourers. As per the notification, the management was required to regularize the services of the workmen of these unions. However the management herein has shown the workmen under reference as contract workers and was paying less wages than they were entitled to. The management kept on changing the contractors.

5. The unions have filed WP nos. 401 of 1996 and 1240/1996 before Hon'ble High Court for absorption of the workmen in the services of management. After hearing both the parties, Hon'ble High Court directed the management to absorb these workmen as regular workmen w.e.f. 01-04-1997 and not from the date of their employment. In appeal before Division Bench, at interim stage the said order was confirmed. The management then removed all the so called contractors and all the workers were regularized. All the four appeals in this respect pending before Hon'ble Bombay High Court were finally heard and decided by Hon'ble Division Bench wherein direction was given to raise a dispute under the provisions of Industrial Disputes Act 1947 for regularization/absorption of these workmen.

6. Feeling aggrieved by the order of Division Bench, Union has filed Special Leave Petition before Hon'ble Supreme Court. Meanwhile the dispute was reported to Ministry of Labour and Employment, Government of India.

The Ministry sent the aforesaid reference to this Tribunal for adjudication.

7. The Hon'ble Apex Court while disposing of the Special Leave Petition made following observation;

"Whether the employees were absorbed and as such continued pursuant to the order of the High Court, referred above, is a question of fact which cannot be gone into by this Court. We therefore, consider it appropriate to leave the issue open to be decided by the Industrial Adjudicator. For that purpose we direct Corporation to maintain status-quo from today for a period of 3 months."

8. According to the union, the workers are permanent workmen of the management. They are enrolled as members of CPF of the management and they are entitled to the declaration that they are permanent employees of the management and entitled for appropriate pay scales admissible to their respective posts. The second party union therefore, prays for declaration that contract between management and the contractors were sham and bogus and were mere camouflage to deprive the workmen from the benefits of permanent workmen. They also pray for declaration that the workers in list Ex-A and B be declared as already absorbed and entitled to the wages at an appropriate scale code and other service benefits available to the permanent workers of the management as per the settlement dt. 12-07-2000 and also prays for arrears.

9. The first party ONGC has resisted the statement of claim vide its written statement at Ex-20 and additional written statement at Ex-21. According to them, the reference is not maintainable as the persons named in the annexure Ex-A & B are not the workers of first party ONGC. There is no master-servant relationship between them. This Tribunal has no jurisdiction to grant any relief in the light of order passed by Hon'ble Apex Court and Hon'ble Division Bench of High Court. The second party unions have suppressed the material facts from the Courts. The contracts entered into between ONGC and the concerned contractors were genuine contracts. The genuine labour contracts cannot be abolished. The contractors are necessary parties to the reference. The reference is bad for non-joinder of necessary parties.

10. They further contended that the persons in the list annexure A & B have not been absorbed and regularised in the services of the first party ONGC. In pending appeal no. 1246/1996 they have treated the concerned workmen who were on muster roll of the contractors concerned as their direct employees so as to avoid charge of contempt of court. As the said order was of interlocutory in nature, first party did not think it fit to challenge the same before Apex Court.

11. The Hon'ble Supreme Court has given direction to get the point decided by Industrial Adjudicator as to whether the employees were absorbed in pursuant to the interim order of Hon'ble High Court. However this point is not the part of reference sent by the Ministry of Labour. Therefore reference is not tenable. They further contended that ONGC being a big establishment they are in need of various types of workers, therefore, they had invited tenders from experienced contractors for various jobs. The tenders were scrutinized by high power committee and the work orders were issued whose bids are competitive and in accordance with the rules laid down in this respect. The agreements were signed with the contractors.

12. The contractors have employed the workmen. They also used to supervise the work of their workers. They used to maintain their PPF accounts, used to pay their wages, bonus etc. The contractors used to collect their bills from the company periodically. The workmen were the employees of the respective contractors and the contracts entered into by ONGC with the contractors were legal and genuine.

13. Both the union filed number of contempt petition before Hon'ble Bombay High Court alleging that ONGC has committed contempt of Court. In such circumstances, ONGC was required to treat the contract workmen covered in the aforesaid writ petitions as direct employees by removing the contractors from the scene as per the direction given in the interim order by Division Bench of Hon'ble Bombay High Court. The main point of reference before the Tribunal is whether the labour contracts between ONGC and contractors are sham, bogus and camouflage merely to deprive the workers from claiming the benefits of permanent workmen. In the light of above facts and circumstances, they pleaded that the contracts were legal and genuine. The same pleading is repeated in the other written statement Ex-8. Therefore in both these written statements the first party ONGC prays that the reference be rejected.

14. The second party unions have filed their rejoinder at Ex-23. They denied all the allegations in the written statements. According to them, they are employees of the management. There is legal relationship of employer-employee between them. According to them in view of the observation of the Hon'ble Apex Court Union has requested the Central Government to refer the dispute and the Central Government vide its order dt. 27-2-2003 referred the dispute for adjudication to this Tribunal to decide the issue as to whether workmen concerned are the direct/regular workmen of the first party ONGC. Therefore according to them, the point raised by Hon'ble Apex Court is very well part of the reference. Therefore, they submitted that they be declared as absorbed and direct employees of first party.

15. My learned predecessors have framed issues at Ex-24. An additional issue was also framed as per the

directions of the Hon'ble Apex Court and as per the order passed below Ex-36 & 37. The additional issue is framed on the basis of the direction of Apex Court therefore, the same additional issue is given no.1 and the other issues were accordingly renumbered as follows. I record my findings thereon for the reasons to follow.

Issues	Findings
1. Whether employees enlisted in Ex-A & B are absorbed by ONGC in pursuant to the order of Hon'ble High Court w.e.f. 1-4-1997 and are the employees of the Corporation?	Yes
2. Whether the contracts between ONGC and the contractors employing the workmen enlisted in Ex - A & B were camouflage or ruse and are not genuine contracts?	Yes
3. Whether the demand of workmen for absorption in ONGC is legal and justified?	Yes
4. What relief the workmen are entitled to?	As per order to?

### REASONS

#### Issue No. 1 :

16. In this respect, the fact is not disputed that, the two groups of the second party workmen had filed two writ petitions bearing nos. 401/1996 & 1240/1996 before Hon'ble Bombay High Court. In these writ petitions, Hon'ble High Court passed common interim order dated 31-08-1996 directing the first party management for regularization of these workers. It is also an admitted fact that, the stay applications in the Letters Patent Appeal no.1258/1996 and no. 1288/1996 filed by first party management were rejected. On the other hand the Division Bench of Hon'ble Bombay High Court directed the first party Corporation by its order dt. 16-07-1997 to act as per the earlier order passed by the single judge for regularization. As the said interim order was not further challenged, it has reached to its finality.

17. In these circumstances, the learned advocate for the second party workmen submitted that as per the direction given by Hon'ble High Court by way of interim relief, all these workers were taken on the roll of ONGC and they are absorbed as regular workers of the company w.e.f. 01-04-1997.

18. In this respect, the learned advocate for the first party submitted that this issue framed as an additional issue is infact not the subject matter of the reference sent by Government of India, Ministry of Labour to this Tribunal. The reference is limited to the issues framed at sr. 2 & 3.

Therefore he submitted that the Tribunal need not adjudicate this issue. In this respect, the learned advocate for the second party unions rightly pointed out that, this issue was specifically directed by Hon'ble Apex Court. He further pointed out that as per the direction of Hon'ble Apex Court, the second party workmen have filed applications at Ex-36 and 37. After hearing both the parties, the then Presiding Officer has framed this additional issue. It was framed in the light of direction given by Hon'ble Apex Court in SLP no. 301/2003 and 302/2003 wherein the Hon'ble Court has observed in its judgment and order dt. 3-2-2003 that;

"Whether employees were absorbed and as such continued in pursuant to the order of the High Court is a question of fact which cannot be gone into by this Court. We therefore, consider it appropriate to leave the issue open to be decided by the industrial adjudicator."

In the light of these observations of Hon'ble Apex Court, has given clear direction and this point was kept open by Hon'ble Apex Court to be decided by this Tribunal. Therefore, my learned predecessor has framed additional issue (issue no.1) by his order dated 16-11-2006. Therefore it cannot be said that, this issue is not the subject of the reference. It is very well subject matter of the reference to be adjudicated by industrial adjudicator as has been observed by the Hon'ble Apex Court.

19. The main question is whether the workers in both these lists are infact absorbed by the first party Corporation or not. In this respect I would like to point out that the direction was given by Hon'ble High Court way back in the year 1996 and the management was directed to absorb these workers w.e.f. 1-4-1997. The said interim order of Hon'ble High Court was neither stayed by the Division Bench nor it was further challenged. The fact is not disputed that few contempt petitions were filed against the first party Corporation for breach of the said order. In this respect, I would like to point out that, in the pleadings of first party in their written statement at Ex-21 in para 31 to 35, they have admitted that as per the directions of the Hon'ble High Court, the contractors were removed and these workers were taken on the roll of the company as their workers.

20. In short, it is clear that, in para 31 to 35 of the written statement Ex-21, the first party has admitted that, these workers in list 'A' & 'B' were absorbed as regular workers by removing the respective labour contractors. I would like to reproduce para 35 of the written statement Ex-21. It is as follows :

"In the above circumstances, the ONGC Ltd. was required to treat the contract workmen covered in the aforesaid writ petition as direct employees by removing the contractors from the scene, as per interim direction of Division Bench pending final

disposal of the appeal and the said direction had not become final because of the pending appeals."

Furthermore, the fact is also admitted by the officer of the first party in his cross-examination at Ex-70 that, as per the order of Hon'ble High Court they treated these workmen as direct employees of the Corporation. Their another witness Mr. G. Rajendran in his cross Ex-83 in para 30 thereof has admitted that gratuity is paid to the direct employees by ONGC. He further admitted that workmen under reference are working under direct control of officer of ONGC alongwith permanent workmen of ONGC. He further admitted that first party is maintaining attendance card and salary register of these workmen under reference. He also admitted in unimpeachable words that the workmen under reference are attending the work in ONGC without contractor. From the admission in pleadings and from the cross-examinations of the witnesses, it is clear that the workmen in List 'A' & 'B' were absorbed as permanent employees of the first party.

21. In this respect the Ld. Advocate for first party company submitted that, the workmen under reference cannot be treated as their direct and regular workers. He submitted that the interim order stand vacated soon after the writ petitions were disposed of. In support of his argument the Ld. Advocate for the first party resorted to Apex Court ruling in Nitinkumar N. Joshi & Ors. V/s. ONGC Ltd. & Ors. 2002 1 CLR 1113 (SC). The Hon'ble Court in that case held that;

"in the present case the appellants were not absorbed by the principal employer."

However in that case, the facts were altogether different. The directions issued by the Hon'ble Single Judge for absorption were modified by the Division Bench of the High Court and the directions were never given effect. In such circumstances, the Hon'ble Court held that the appellants therein were not absorbed by the principal employer. Therefore, ratio laid down in this ruling is not attracted to the set of facts of the case in hand.

22. The Learned Advocate for the first party Corporation further submitted that the employees continued in the service as per the interim order have to be removed after the interim order ceases to operate. In support of his argument, the Ld. Advocate referred to Delhi High Court ruling in ONGC Commission V/s. Delhi Multistoried Building Employees Congress and Ors. in LPA No. 12/1998 with LPA Nos. 5 to 8 of 1998 decided on 22-12-2005 wherein the Hon'ble Court directed discontinuation of service of the employees who were appointed by ONGC pursuant to the interim direction of Hon'ble High Court. However facts in that case were altogether different. The appointments therein were by way of interim order subject to the outcome of those appeals. The facts in the case at hand are altogether different. Herein the Hon'ble High Court has given interim

direction to the first party to absorb these workmen as they were shown employed as contract workers which was against the amended provisions of Contract Labour (Regulation and Abolition) Act, 1970. Furthermore, the said interim order was neither stayed nor challenged in appeal. It had reached to its finality, therefore, it was binding on the first party to regularize the services of the workmen under reference. In this backdrop, I hold that the ratio laid down in the above ruling is also not attracted to the set of facts of the present case.

23. In this respect further, I would like to point out that, though the direction was given by way of interim relief, however after removing the contractor the first party treated these workmen as their direct employees. The act of absorption has reached to its finality. In the case at hand there is clear admission on the part of first party Corporation that, the contractors were removed and workers were treated as their direct employees. In the light of these discussions and admissions of first party, finding on this issue no.1 can be arrived at that the workers in both the lists were already absorbed in the service of the first party. Accordingly, I decide this issue no.1 in the affirmative.

Issues nos. 2 & 3 :-

24. The workmen in both the lists are claiming that they are working with first party. The nature of their respective jobs are perennial. According to them, they are working continuously since number of years. They claim that they are employees of first party. According to them, first party has entered into different labour contract. According to them, they are working and doing their respective jobs for years together. The workmen are attending various types of work. Their work is of permanent and perennial in nature. They are employed by the management. The management verified and satisfied their qualification, eligibility, potentiality for attending the work before they were employed. The company has employed contractors as a name lender to show on paper that these employees are contract employees. The labour contracts are sham, bogus and camouflage merely to deprive the workmen from getting benefits of permanent employees. Therefore, the second party unions have prayed for declaration that the contracts between the management and the contractors be declared as sham, bogus and mere camouflage to deprive them from getting the benefits of permanent workmen. They also pray for declaration that the workers in both the lists be ordered to have been already absorbed in the service of the management and have also prayed for appropriate scale together with pay scale as admissible in view of the settlement arrived at on 12-07-2000 between management and unions and have also claimed for arrears w.e.f. 1-04-1997.

25. In this respect the Learned Advocate for the first party Corporation submitted that the second party unions have taken contradictory stands. At first they had

approached the Hon'ble High Court for abolition of the labour contracts. Their writ petitions were turned down by Hon'ble High Court, thereafter they have started claiming that the labour contracts are sham and bogus. The Learned Advocate argued that when they had approached the Hon'ble High Court in writ petition for abolition of contract labour system. It presupposes the existence of valid contract. Now these unions are estopped from saying that the contracts are sham and bogus. In support of his argument, the Learned Advocate for the first party resorted to the Apex Court ruling in *Steel Authority of India V/s. Union of India* and Ors. 2006 III CLR 659 wherein the Hon'ble Court prohibits contrary pleading by way of amendment. The Hon'ble Court observed that;

"It is thus evident that by taking recourse to an amendment made in the pleading, the party cannot be permitted to go beyond his admission".

The Learned Advocate for first party also resorted to another Apex Court ruling in *Rashtriya Chemical and Fertilizers Ltd. & Ors. V/s. General Employees Association & Ors.* 2007 II CLR 701 wherein the Hon'ble Court observed that;

"As rightly contended by learned counsel for appellant one of the respondent no.1 Association approached the High Court on the foundation that Contract Labour (Regulation and Abolition) Act, 1970 implied, it presupposes existence of a valid contract. "

In this respect, the Ld. Advocate for the second party submitted that one of the union though had approached Hon'ble High Court in Writ Petition for abolition of contract under the Contract Labour (Regulation and Abolition) Act, 1970. He further pointed out that however the said contract agreement was over and first party company had entered into fresh contract. Therefore, he submitted that the ratio laid down in the above ruling is not attracted to the set of facts of the present case. He further submitted that in the case at hand the matter was taken before Hon'ble Apex Court. The Apex Court has given specific direction to approach the industrial adjudicator to decide whether the contract labourers were absorbed in the establishment of first party company, as has been directed by Hon'ble High Court. In the circumstances, Ld. Advocate submitted that, this point of contradictory pleading was neither raised before Hon'ble High Court nor before Hon'ble Apex Court. He further pointed out that the second party unions have not prayed for amendment in the same reference contradictory to their earlier pleadings. Therefore, he rightly submitted that the ratio laid down in the aforesaid rulings are not attracted to the set of facts of this case.

26. In the light of above discussions, I hold that one of the unions had approached Hon'ble High Court for abolition of the earlier contract between the first party with

the then contractor, would not come in the way of the second party who has challenged the subsequent labour contracts as sham, bogus and mere camouflage to deprive these workmen from getting the benefit of permanent employees. The said point was also not raised by the first party either before Hon'ble High Court or before Hon'ble Apex Court.

27. The Ld. Advocate for the first party submitted that the contract labourers cannot be regularized as they are not recruited by the company. In support of his argument, the Learned Advocate resorted to Apex Court ruling in *The workmen of Food Corporation of India V/s. M/s. Food Corporation of India* (1985) II LLJ 4 wherein the Hon'ble Court held that,

"workmen employed by contractor cannot be the workmen of third party who engages contractor to accomplish a particular result."

The Ld. Advocate for the first party also relied on the landmark ruling on the point reported in *Steel Authority of India Ltd. And Ors. V/s. National Union Waterfront Workers* and Ors. AIR 2001 SC 3527 wherein the Hon'ble Apex Court observed that;

"Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by appropriate Government under sub-section (1) of Section 10 prohibiting employment of contract labour in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment."

On the point, the Ld. Advocate for the second party submitted that in same para 122 (5) the Hon'ble Court further observed that;

"If the contract is found to be not genuine but a mere camouflage, so the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labourer in the concerned establishment subject to conditions as may be specified by it for their purpose....."

In this respect Ld. Advocate for second party unions rightly pointed out that, it is the specific case of second party union that the labour contracts are sham, bogus and mere camouflage to deprive the workers from getting benefits of permanent employees. He further pointed out that though the contractors were changed, the same workers are working for number of years. There was direct supervision of officers of Corporation. The Corporation has entered into MOU with the unions. The Corporation

has direct control over the workmen. The permanent workmen are performing the same work as performed by the workmen under reference. The works performed by these workmen are of regular and perennial in nature. Even after notification of abolition of contracts, the workmen were shown to have continued as contract labourers which is wholly illegal. All these facts indicate that, the contracts are sham and bogus. The Ld. Advocate for the second party pointed out that the second party unions have challenged the labour contracts as sham and bogus. Same is allowed as per the ratio laid down in the above ruling. In short, the aforesaid ruling does not extend any help to the first party.

28. In this respect, the Ld. Advocate for the first party Corporation submitted that the workmen who have not undergone the process of recruitment and who are contract labourers cannot be regularized. In support of his argument, the Ld. Advocate resorted to Apex Court ruling in Secretary, State of Karnataka and Ors. V/s. Uma Devi & Ors. (2006) 4 SCC 1 wherein the Hon'ble Court opined that "contractor or casual labour could not claim regularization". In this respect Ld. Advocate for second party submitted that the second party workers are claiming that the contracts are sham and bogus and they are against the provisions of Contract Labour (Regulation and Abolition) Act, 1970. Therefore it is clear that, the ratio laid down in the aforesaid ruling is not attracted to the set of facts of the present case.

29. The Ld. Advocate for the second party rightly submitted that the workmen herein are working more than 10-15 years continuously. The terms and conditions show that they were under ultimate control and supervision of the Corporation. Therefore, he submitted that, as the labour contracts are sham and bogus the workmen are employees of the Corporation and deserves to be regularised. In support of his arguments, the Ld. Advocate for second party resorted to Apex Court ruling reported in Hindalco Industries Ltd. V/s. Association of Engineering Workers AIR 2008 SC 1867 wherein the Canteen employees were working continuously for 10-15 years. The contractors were changed. Neither the workmen were replaced nor fresh appointments were made. On the other hand, same workmen were continued even on the date of the complaint. Taking note of all facts and circumstances on record, the Hon'ble Apex Court in that case observed that;

"the industrial court is perfectly right in arriving the conclusion that the evidence coupled with the terms of agreement show that contract is nothing but paper agreement as stated earlier, inspite of change of several contractors, neither the workmen were replaced nor fresh appointments were made. On the other hand, same workmen were continuing even on the date of filing of the complaint."

In this respect, the Ld. Advocate for the second party pointed out that, witness of Corporation Shri S.R. Kurup (MW-1) has admitted in his cross at Ex -70 that he remember

contractor by name Damodhar Tech and Sheikh Mazdoor Sangh. He further says that he has seen 4-5 contracts entered into by ONGC with contractors. He says that M/s. Global Engineering, M/s. Global Esses Constructions, Navnath Constructions are some of the contractors. He further says in his cross that, their period was for 1 year to 3 years. This witness has further admitted in his cross at page 34 of Ex-70 that, there is no difference in working of particular work by direct employee and contract employees. This witness in his cross-examination, at page 38 admitted that contracts in 13 categories were abolished by notification dated 8-9-1994. He further admitted that workmen involved in the reference are working in the same banned categories.

30. This witness of the Corporation has admitted in his cross-examination Ex-70, para 91 thereof that the first party entered into agreement with the unions in the form of Memorandum of Understanding giving more wages and benefits to the workmen. In the same para he further admitted that the said MoUs were entered into without contractors. From these admissions of this witness in his cross-examination at Ex-70, it is clear that the workmen under reference were under the direct control of the Corporation.

31. The Corporation examined few more witnesses. Witness Shri R.C. Bajaj, Ex-77 was working with ONGC. He says that, he knows all these employees who are related with radio job involved in the reference. He admitted that, while relieving the Sr. Marine Radio Officer, the employees in the reference are doing the same job without supervisory control. This witness No.2 in his cross Ex-77 page 19 thereof admitted that he was immediate supervisor of radio related workmen involved in this reference and controlling officer is DGM (E&D). He further admitted that by notification dated 8-9-94, category of Radio Operators was abolished. This witness further says that he does not know after abolition of contract by notification dt. 8-9-94, these types of contracts were continued till 31-3-1997 by ONGC.

32. Witness no. 4 G. Gajendra Pillai Ex-83 is the Manager (HR). He says in his cross that he does not know whether CPF number is given to permanent employees of ONGC. However he further says that PF of second party employees is deposited in the same contributory fund. Though he denied that same rules and regulations are applicable to the workmen involved in this reference which are applicable to the permanent workmen of ONGC however in the next sentence he admitted that no separate disciplinary rules are framed by ONGC for these workmen involved in the reference. This witness in the last para of his cross-examination has admitted in unimpeachable words that the workmen involved in the reference are working under direct control of officer of ONGC alongwith permanent workers of ONGC. He admitted that disciplinary action was taken against workmen involved in the reference.

He admitted that, the first party is maintaining separately attendance card and salary register of the workmen involved in the reference. He admitted that the workmen involved in the reference are attending work in ONGC without contractor.

33. From these admissions it is clear that the workmen under reference were under direct control of the officers of the Corporation. All these facts on record in the case at hand indicates that, the contracts in question were sham, bogus and mere camouflage to deprive the workers from getting the benefit of permanent workmen, as has been observed by the Hon'ble Apex Court in the ruling of Hindalco Industries (Supra).

34. In this respect the Ld. Advocate for the first party also resorted to few more judgements they are: (1.) LPA No.5 of 1998 in the case of Oil & Natural Gas Commission Appellant V/s. Delhi Multi Storied Employees Congress & Ors. (2.) Workmen of Nilgiri Co-op. Marketing Society Ltd. V/s. State of Tamil Nadu & Ors. 2004 3 SCC 514 (3.) Pottery Mazdoor Panchayat V/s. Perfect Pottery Company Ltd. 1979 AIR (SC) 1356 (4.) Mahendra L. Jain & Ors. V/s. Indore Development Authority and Ors. 2000 (87) Fac LR 57 (Madhya Pradesh) (5.) M/s. U.P. Electric Supply Co. Ltd. V/s. The Workmen of S.M. Chaudhary, Contractors & Ors. AIR 1960 SC 818 (6.) International Airport Authority of India V/s. International Air Cargo Workers' Union & Anr. 2007 II CLR 701. However in my opinion, the case law discussed hereinabove suffice the purpose. Referring and discussing all these rulings would unnecessarily make the judgment bulky. Looking into the huge pendency in various Courts and delay caused thereto, it is the need of the time that, everybody should be to the point, precise and short. Care to that effect is required to be taken of by all and they should abstain from citing number of rulings and making unwanted pleadings and submissions. I perused these rulings and found that they are not helpful to the first party Corporation. Therefore, it is unnecessary to discuss the same.

35. In the light of above discussion, I hold that the contracts between ONGC and the Contractors employing the workmen in list Ex-'A' and 'B' are not genuine. On the other hand they are found sham, bogus and camouflage merely to deprive the workmen from the benefits of permanency. Accordingly, I decide this issue no. 2 in the affirmative. As a result, I also decide the issue no.3 in the affirmative that demand of workmen in both the lists 'A' and 'B' are legal and justified. Thus I proceed to pass the following order:

#### ORDER

The reference is allowed as follows :

- (i) It is declared that the contracts between ONGC and the various contractors in respect of the workmen under reference in list 'A' & 'B' are sham, bogus and mere camouflage.

- (ii) It is also declared that, the workmen under reference in list 'A' & 'B' were absorbed as per the order of Hon'ble High Court and they are entitled to the wages at an appropriate scale code and other service benefits available to the permanent workers of the management as per the settlement dtd. 12-07-2000. The first party (No.1) ONGC is directed to pay the pay and allowances and other benefits, arrears thereof as applicable to the permanent workers to the workmen under reference in list 'A' & 'B' w.e.f. the date of their respective initial appointments.

- (iii) No order as to cost.

Date : 28-02-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 25 अप्रैल, 2011

का.आ. 1419.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिलेश्वर राव एल पी जी बोटलिंग प्लांट, उड़ीसा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 23/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-4-2011 को प्राप्त हुआ था।

[सं. एल-30011/43/2006-आईआर(एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th April, 2011

S.O. 1419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2006) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar-2 now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Dileswar Rao LPG Bottling Plant Orissa and their workmen, which was received by the Central Government on 28-4-2011.

[No. L-30011/43/2006-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri J. Srivastava,  
Presiding Officer, C.G. I.T.-cum-Labour  
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 23/2006

Date of Passing Award—21st February, 2011



**Between :**

The Management of the Proprietor  
Shri Dileswar Rao, M/s. Dileswar Rao  
LPG Bottling Plant, Qrs. No. D/49/4,  
Railway Colony, P.O. & Dist. Jharsuguda, Orissa  
—1st Party-Management

**AND**

Their workmen Shri K. Suresh,  
Represented through the General Secretary,  
Indian Oil Thika Shramik Union,  
LPG Bottling Plant, Panchapada,  
Jharsuguda Branch, Dist. Jharsuguda, Orissa  
—2nd Party-Union

**APPEARANCES:**

None ... For the 1st Party-Management  
None ... For the 2nd Party-Union

**AWARD**

The Government of India in the Ministry of Labour has referred an industrial dispute in relation to the Management of M/s. Dileswar Rao, LPG Bottling Plant and their workmen in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act vide their Letter No. L-30011/43/2006-IR (M), dated 04-09-2006 to this Tribunal for adjudication to the following effect :

"Whether the action of the contractor M/s. Dileswar Rao, (Proprietor: Shri Dileswar Rao), LPG Bottling Plant, Panchapada, PO : Dist: Keonjhar terminating the services of Shri K. Suresh, with effect from 24-12-2004 without following the provisions of Industrial Disputes Act, 1947 is justified? If not, what relief the workman is entitled to?

2. The disputant-workman filed his statement of claim. It was stated by him that he was working as a loader and un-loader under M/s. Dileswar Rao, Contractor LPG Bottling Plant, Panchapada under the Principal Employer i.e. the Plant Manager, LPG Bottling Plant, Indian Oil Corporation Limited (m), Panchapada, PO./Dist. Jharsuguda since 2001 continuously and without any break. He worked for more than 240 days in each year of his service from the date of joining. He was discharging his duties sincerely and faithfully and he was never charged for negligence in duty. But suddenly the Management/Contractor on 24-12-2004 refused employment to him without any notice or information. The Management has also not paid his monthly salary for the month of December, 2004. He was an active member and General Secretary of the Indian Oil Thika Shramik Union affiliated with Centre of Indian Trade Union. He was victimized for his trade union activities. His termination from service is without any reasonable ground and is quite illegal and unjustified in the eyes of law.

Therefore, he is entitled for reinstatement with back wages and other service benefits.

3. The 1st Party-Management i.e. the Contractor did not file any written statement despite sending several ordinary as well as registered notices to him. As such the case was ordered to proceed *ex parte* against him. The principal employer i.e. the Plant Manager, LPG Bottling Plant, Indian Oil Corporation Limited, Panchapada, P.O./Dist. Jharsuguda has not been made party to the present reference.

4. The 2nd Party-Union after filing statement of claim did remain absent along with the 1st Party-Management. However, they were quite aware of the proceedings of the case as they appeared on some dates.

5. The 2nd Party-Union has to file or produce the *ex parte* evidence to prove its case, but it failed to adduce any evidence either oral or documentary in spite of the order of the Court/Tribunal. Nor did he appear to make any oral submission. For want of any evidence in support of the statement of claim the justifiability of the claim cannot be adjudged in its favour and it cannot be held that he has any claim for reinstatement in service with back wages and other service benefits. Mere statement does not suffice to prove a claim unless it is admitted by the other party or proved to the satisfaction of the adjudging authority. Hence, the disputant-workman cannot be said to be entitled to any relief as prayed for in his statement of claim.

6. I order accordingly.

7. The reference is answered in the light of the above findings.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 मई, 2011

का.आ. 1420.—जबकि कोड संख्या डब्ल्यू बी/9229 के अंतर्गत मैसर्स रिहैबिलिटेशन इण्डस्ट्रीज कापॉरेशन लिमिटेड, कोलकाता (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) को कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 की धारा 17(1) (क) के अंतर्गत छूट प्रदान करते हुए भारत के राजपत्र में दिनांक 29-8-1967 की अधिसूचना प्रकाशित की गयी थी;

2. और जबकि मैसर्स रिहैबिलिटेशन इण्डस्ट्रीज कापॉरेशन लिमिटेड ने कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27-क के परिशिष्ट-क में वर्णित छूट की शर्तों का उल्लंघन किया है और जिसके द्वारा कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत भारत सरकार द्वारा प्रदान की गई छूट रद्द करने योग्य है;

3. और जबकि उक्त प्रतिष्ठान को दिनांक 13 अक्टूबर, 2010 को कारण बताओ नोटिस प्राप्त होने के 15 दिन के अंदर अपना उत्तर

प्रस्तुत करने हेतु एक अवसर प्रदान किया गया था और केन्द्रीय भविष्य निधि आयुक्त के परामर्श से दिनांक 27-12-2010 को उनके उत्तर की जांच करने के पश्चात् यह पाया गया है कि उक्त प्रतिष्ठान दिनांक 22-12-2006 से परिसमापन में चला गया है और कर्मचारी भविष्य निधि योजना, 1952 के पैरा 27-कक की शर्त संख्या 14, 16, 24 और 25 को पूरा कर पाने में समर्थ नहीं है;

अतः, अब केन्द्र सरकार कर्मचारी भविष्य निधि एवं प्रकीर्ण उपबन्ध अधिनियम, 1952 की धारा 17 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा उक्त प्रतिष्ठान को दी गई छूट को तत्काल प्रभाव से रद्द करती है।

[सं. एस-35017/20/2010-एसएस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 6th May, 2011

S.O. 1420.—Whereas a notification dated 29-08-1967 granting exemption under Section 17(1)(a) of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 to the M/s. Rehabilitation Industries Corporation Limited under code No. WB/9229, Kolkata region (hereinafter referred to as the establishment) was published in the Gazette of India;

2. And whereas M/s. Rehabilitation Industries Corporation Limited has violated the conditions of exemption delineated in Appendix-A of Para 27 A of the Employees' Provident Funds Scheme, 1952 and thereby deserves the cancellation of exemption granted by Government of India under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act);

3. And whereas the establishment was given an opportunity on 13th October, 2010 to file its reply to the Show Cause Notice within 15 days of the receipt of Notice and after examining their reply dated 27-12-2010 in consultation with Central Provident Fund Commissioner, it has been found that the establishment has gone into liquidation w.e.f. 22-12-2006 and is not able to fulfill condition Nos. 14, 16, 24 and 25 of Para 27AA of the EPF Scheme, 1952;

4. Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 17 of the EPF and MP Act, 1952 the Central Government hereby cancel the exemption granted to the said establishment with immediate effect.

[No. S-35017/20/2010-SS-II]

S. D. ZAVIER, Under Secy.